



भारत का राजपत्र

The Gazette of India

प्रधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं० 13] नई दिल्ली, शनिवार, मार्च 26, 1966/चैत्र 5, 1888

No. 13] NEW DELHI, SATURDAY, MARCH 26, 1966/CHAITRA 5, 1888

इस भाग में भिन्न पृष्ठ संख्या वी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

मोहित

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 11 मार्च, 1966 तक प्रकाशित किये गये।

The undermentioned Gazettes of India Extraordinary were published up to the 11th March 1966 :—

| Issue No. | No. and Date | Issued by | Subject |
|--------------|--------------------------------------|--|--|
| 61 | S.O. 769, dated 9th March 1966. | Ministry of Law. | Calling upon the elected member of the Legislative Assembly of Certain States or the mem- bers of the electoral College of certain Union territory specified in the table, to elect the number of members specified against that State or Union territory for filling the seats of members of the Council of States. |
| 62 | S.O. 770, dated 10th March, 1966. | Ministry of Information & Broadcasting. | Approval of the film or specified therein. |

| Issue No. | No. and Date | Issued by | Subject |
|-----------|-----------------------------------|-----------------------|---|
| 63 | S.O. 771, dated 10th March, 1966. | Ministry of Commerce. | Further amendments to the Exports (Control) Order, 1962. |
| 64 | S.O. 772, dated 11th March, 1966. | Do. | Authorising Shri H. Nanjundiah Authorised Controller to take over the management of the Aurangabad Mills Ltd., Aurangabad subject to the terms and conditions as specified therein. |

कमर निलंब असाधारण गजटों की प्रीतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के न. मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(साम्राज्यिक प्रशासन को छोड़कर) भारत सरकार के मंत्रालयों और (संघ संचय प्रशासन को छोड़कर) केन्द्रीय प्राधिकारणों द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएँ।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

MINISTRY OF LAW

(Department of Legal Affairs)

New Delhi, the 21st March 1966

S.O. 863.—Whereas Shri Rashid Shamlan, a Saudi Arabian national died at Madras on the 5th February, 1965;

And whereas there appears to be none in India, other than the Administrator General, entitled to apply to a court of competent jurisdiction for letters of administration;

Now, therefore, in exercise of the powers conferred by sections 56 and 61 of the Administrators General Act, 1963 (45 of 1963), the Central Government hereby directs that the letters of administration of the estate of the deceased aforesaid shall, on the application made to a competent court by a Consular Officer of Saudi Arabia, be granted to such Consular Officer on such terms and conditions as the court may, subject to the conditions specified in paragraph II of the rules contained in the notification of the Government of India in the Ministry of Law (Department of Legal Affairs) No. S.O. 96 dated the 30th December, 1965, deem fit to impose.

[No. F. 14(1)/66-J.]

G. H. RAJADHYAKSHA, Addl. Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 18th March 1966

S.O. 864.—In exercise of the powers conferred by clause (1) of article 239 of the Constitution, the President hereby directs that the following amendment shall be made in the notification of the Government of India in the Ministry of External Affairs No. GI (Goa)578(25)/63 dated the 24th April, 1964, published as S.O. 1431 at page 1689 of the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 2nd May, 1964, namely:—

In the said notification before the words "the Collector", the words, "the Secretary to the said Administrator or" shall be inserted.

[No. F. 10/11/65-UTL.]

K. R. PRABHU, Dy. Secy.

New Delhi, the 21st March 1966

S.O. 865.—In exercise of the powers conferred by clause (2) of article 77 of the Constitution, the President hereby makes the following rules further to amend the Authentication (Orders and Other Instruments) Rules, 1958, published with the notification of the Government of India in the Ministry of Home Affairs, No. S.O. 2297, dated the 3rd November, 1958, namely:—

1. (1) These rules may be called the Authentication (Orders and Other Instruments) Third Amendment Rules, 1966.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In rule 2 of the Authentication (Orders and Other Instruments) Rules, 1958—

(i) for clause (d), the following clause shall be substituted, namely:—

"(d) In the case of orders relating to Ministry of Finance (Defence), by a Financial Adviser, Additional Financial Adviser, Deputy Financial Adviser, or Assistant Financial Adviser, Ministry of Finance (Defence); or"

(ii) in clause (ae), the word "or" shall be added at the end;

(iii) after clause (ae), the following clause shall be inserted, namely:—

"(af) In the case of orders relating to the Defence Accounts Department, by the Controller General of Defence Accounts, the Additional Controller General of Defence Accounts or a Deputy Controller General of Defence Accounts;"

[No. 3/2/66-Pub.I.]

FATEH SINGH, Joint Secy.

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 16th March 1966

S.O. 866.—Statement of the Affairs of the Reserve Bank of India as on the 11th March, 1966

BANKING DEPARTMENT

| LIABILITIES | Rs. | ASSETS | Rs. |
|--|---------------|----------------------------------|---------------|
| Capital Paid up | 5,00,00,000 | Notes | 13,56,95,000 |
| | | Rupee Coin | 3,21,000 |
| Reserve Fund | 80,00,00,000 | Small Coin | 4,03,000 |
| National Agricultural Credit (Long Term Operations) Fund | 100,00,00,000 | Bills Purchased and Discounted:— | |
| | | (a) Internal | .. |
| | | (b) External | .. |
| | | (c) Government Treasury Bills | 61,61,88,000 |
| National Agricultural Credit (Stabilisation) Fund | 10,00,00,000 | Balances Held Abroad* | 14,53,97,000 |
| National Industrial Credit (Long Term Operations) Fund | 15,00,00,000 | Investments** | 74,91,78,000 |
| | | Loans and Advances to:— | |
| | | (i) Central Government | .. |
| | | (ii) State Governments@ | 189,10,88,000 |

| Deposits :— | Loans and Advances to :— | | |
|---|--------------------------|--|------------------|
| (a) Government :— | | (i) Scheduled Banks†‡ | 106,65,12,000 |
| (i) Central Government | 58,03,81,000 | (ii) State Co-operative Banks†‡ | 162,51,37,000 |
| (ii) State Governments | 2,51,05,000 | (iii) Others | 1,71,69,000 |
| (b) Banks :— | | Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund— | |
| (i) Scheduled Banks | 106,79,27,000 | (a) Loans and Advances to :— | |
| (ii) State Co-operative Banks | 4,47,91,000 | (i) State Governments | 29,10,89,000 |
| (iii) Other Banks | 2,07,000 | (ii) State Co-operative Banks | 12,10,13,000 |
| (c) Others | 212,30,57,000 | (iii) Central Land Mortgage Banks | .. |
| Bills Payable | 35,50,67,000 | (b) Investment in Central Land Mortgage Bank Debentures | |
| Other Liabilities | 88,11,63,000 | 5,47,77,000 | |
| | Rupees | Rupees | Rupees |
| | 717,76,98,000 | | 717,76,98,000 |

*Includes Cash and Short-term Securities.

**Excluding investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

② Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 22,89,12,000 advanced to scheduled banks against usance bills under section 17(4)(c) of the R. B. I. Act.

‡Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 16th day of March, 1966.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 11th day of March, 1966
 ISSUE DEPARTMENT

| LIABILITIES | Rs. | Rs. | ASSETS | Rs. | Rs. |
|--------------------------------------|----------------|-----|---|-----------------|-----|
| Notes held in the Banking Department | | | Gold Coin and Bullion :- | | |
| Notes in circulation | 13,56,95,000 | | (a) Held in India | 115,89,25,000 | |
| | 2890,41,83,000 | | (b) Held outside India | | |
| Total Notes issued | 2903,98,78,000 | | Foreign Securities | 95,03,24,000 | |
| | | | TOTAL | 210,94,49,000 | |
| TOTAL LIABILITIES | 2903,98,78,000 | | Rupee Coin | 91,76,95,000 | |
| | | | Government of India Rupee Securities | 25,01,27,34,000 | |
| | | | Internal Bills of Exchange and other commercial paper | | |
| | | | TOTAL Assets | 29,03,98,78,000 | |

Dated the 16th day of March, 1966.

P. C. BHATTACHARYYA,

Governor.

[No. F. 3(3)-BC/66.]

R. K. SESHADRI, Director (Banking).

(Department of Economic Affairs)

New Delhi, the 16th March 1966

S.O. 867.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Central Bank of India Ltd., Bombay, in respect of the following properties held by it, viz., the 'TAJ' building in Bombay and 'Bhukailash' Estate in Calcutta, till the 15th March 1968.

[No. F. 15(3)-BC/66.]

S.O. 868.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Hindustan Commercial Bank Ltd., Kanpur, in respect of the property held by it at Dhoipur, till the 15th March 1967.

[No. F. 15(2)-BC/65.]

New Delhi, the 21st March 1966

S.O. 869.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply to the Sahukara Bank Ltd., Ludhiana, in respect of the properties held by it at Banga, Jullundur District, Punjab, till the 15th March 1967.

[No. F. 15(3)-BC/65.]

V. SWAMINATHAN, Under Secy.

(Department of Revenue and Insurance)

CUSTOMS

New Delhi, the 26th March 1966

S.O. 870.—In exercise of the powers conferred by sub-section (2) of section 76 of the Customs Act, 1962 (52 of 1962), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. G.S.R. 226, dated the 1st February, 1963, namely:—

In the said notification, in paragraph (1), to sub-paragraph (ii), the following shall be added, namely:—

"or in regard to exports to Ceylon or Pakistan the exporter may in lieu of such landing certificate, produce to the proper officer a certificate from the authorised dealer, as defined in clause (a) of section 2 of the Foreign Exchange Regulation Act, 1947 (7 of 1947), through whom the export documents have been negotiated, that the sale proceeds have been realised in foreign exchange,"

[No. 49/F. No. 14/4/64-LC.II.]

ORDERS

STAMPS

New Delhi, the 26th March 1966

S.O. 871.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby reduces the duty with which an instrument of transfer of shares is chargeable under Article No. 62(a) of Schedule I to the said Act, to twenty-five paise for every hundred rupees or part thereof of the value of the share.

[No. 7/66-Stamps/F No. 1/18/66-Cus.VII.]

S.O. 872.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds to the value of sixty lakhs of rupees to be issued by the Punjab Financial Corporation are chargeable under the said Act.

[No. 8/66-Stamps/F. No. 1/17/66-Cus. V.]

M. G. VAIDYA, Under Secy.

(Department of Revenue & Insurance)

CUSTOMS

New Delhi, the 26th March 1966

S.O. 873.—In exercise of the powers conferred by sub-section (1) of section 4 of the Customs Act, 1962 (52 of 1962), the Central Government hereby appoints the Collector of Central Excise, Bombay, to be the Collector of Customs for all the ports mentioned below:—

- (i) All the ports in the state of Maharashtra;
 - (ii) The port of Bhatkal and all the ports to the north thereof situated in the State of Mysore;
 - (iii) Kolak and all the ports to the South of Kolak situated in the State of Gujarat.

[No. 48/F, No. 14/1/68-LC.P.]

S.O. 874.—In exercise of the powers conferred by clauses (b) and (c) of section 7 of the Customs Act, 1962 (52 of 1962), the Central Government hereby makes the following amendment to their notification in the Ministry of Finance (Department of Revenue) No. 13/F. No. 2/6/62-L.C.I., dated the 23rd January, 1965, namely:—

In the Table appended to the said notification, Serial Number 15 and the entries relating thereto shall be omitted.

[No. 50/F, No. 2/2/86-L.C.I.]

G. P. DURAIRAJ, Dy. Secy.

CENTRAL BOARD OF DIRECT TAXES

INCOME-TAX

New Delhi, the 15th March 1966

S.O. 875.-In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following amendment in the Schedule appended to its Notification No. 9—Income-tax, dated the 14th January, 1966, namely:—

In the said Schedule against Range-I (Central), Calcutta, under column 2, the following shall be substituted, namely:—

Range-I (Central), Calcutta

This notification shall take effect from the 15th March, 1966.

Explanatory Note

The amendment has become necessary on account of reorganisation of the above range in the Commissioner's charge.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 30 (F. No. 50/2/68-IT-I).]

S.O. 876.—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following amendment in the Schedule appended to its Notification No. 7—Income-tax, dated the 14th January, 1966, namely:—

In the said Schedule against Cuttack-A Range, under column 2 the following shall be substituted:—

Cuttack-A.

1. Wards A, Additional A & B of Cuttack Circle, Cuttack.
2. Central Circle, Cuttack.
3. Baripada Circle, Baripada.

This notification shall take effect from the 15th March, 1966.

Explanatory Note

The amendment has become necessary on account of reorganisation of the above range in the Commissioner's charge.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 31 (F. No. 50/6/66-ITJ).]

P. G. GANDHI, Under Secy.

MINISTRY OF IRON AND STEEL

New Delhi, the 18th March 1966

S.O. 877/ESS/COMM/IRON & STEEL/15(1).—The following Notification issued by the Iron and Steel Controller under proviso to clause 15(1) of the Iron & Steel (Control) Order, 1956 is published for general information.

"NOTIFICATION

In exercise of the powers conferred by proviso to Sub-clause (1) of Clause 15 of the Iron & Steel (Control) Order, 1956 as amended by Notification No. S.O. 2369/ESS. COMM/Iron & Steel/AM(3), dated 13th November 1958 published in Part II-Section 3(ii) of the Gazette of India, Extraordinary, dated 13th November 1958 as amended from time to time, and with the approval of the Central Government, the Iron & Steel Controller hereby notifies that the concessional prices of different categories of Iron & Steel materials as per the following Government of India Notifications:—

- (i) Ministry of Steel & Heavy Industries, Notification published in Part II Section 3(ii) of the Gazette of India, Extraordinary, dated 25th January 1963;
- (ii) AP/84/5C/ESS.COMM/IRON & STEEL/15(1), published in Part III Section (1) of the Gazette of India, dated 20th July 1963;
- (iii) Government of India, Iron & Steel Control, Calcutta's Notification published in Part II Section 3(ii) of the Gazette of India, dated 17th November 1962; and
- (iv) AP/84/6N/ESS.COMM/Iron & Steel/15(1), published in Part III Section 1 of the Gazette of India, dated 1st June 1963.

which were prevalent up to 29th February 1964 will continue to be applicable in respect of supply of Iron & Steel materials by the Producers to controlled Stockholders against E.P.C. Quotas even after 29th February 1964 against commitments made by the exporters upto 29th February 1964 subject to the following modifications.

(1) For despatches of steel including billets at concessional prices, producers should continue to charge the controlled stockists, who fulfil the conditions as stated above, the concessional prices which were in force on 29th February 1964 plus

an amount per tonne equivalent to the increase in excise duty for the category concerned after 29th February 1964.

(2) Where supplies are made against a replacement quota, the increase in excise duty will not be recovered from the controlled stockists but will be paid to the Producers from the Iron and Steel Equalisation Fund.

(3) Subsidy will be paid to the Producers from the Iron & Steel Equalisation Fund to the extent of difference between the statutorily notified price for controlled categories (or prices notified by Joint Plant Committee for decontrolled categories) and the amount recovered from the controlled stockists as indicated above.

(4) The Controlled Stockists will continue to charge from the exporters at the concessional Col. II price prevalent as on 29th February 1964 plus an amount per tonne equivalent to the increase in excise duty for the category concerned after 29th February 1964 in respect of supplies even after 29th February 1964 for purposes of export against commitments made by the exporters upto 29th February, 1964.

N. K. MUKHERJEE,
Price & Accounts Officer
for Iron and Steel Controller"

[No. SC(II)-18(10)/64.]

A. N. RAJAGOPALAN, Under Secy.

MINISTRY OF MINES AND METALS

New Delhi, the 17th March 1966

S.O. 878.—Whereas by the notification of the Government of India in the late Ministry of Steel and Mines (Department of Mines and Metals) S.O. No. 2360 dated the 22nd July, 1965 under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in the lands measuring 3660.00 acres (approximately) or 1482.30 hectares (approximately) in the locality specified in Schedule appended to that notification and reproduced in Schedule I annexed hereto;

And whereas the Central Government do not intend to prospect for coal in the lands measuring 65.00 acres (approximately) or 26.23 hectares (approximately) in the same areas (approximately) or 68.85 hectares (approximately) in the said locality and described in Schedule II appended hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the said Act and of all other powers enabling it in this behalf, the Central Government hereby directs that the said notification shall cease to have effect in respect of the lands specified in the said Schedule II.

SCHEDULE I

MAHUDA BLOCK

Jharia Coalfield

Drawing No. Rev/69/64
Dated 11-9-64
(The area notified for prospecting)

| Sl. No. | Village | Thana | Thana number | District Area | Remarks |
|------------|-----------|------------|-----------------|---------------|---------|
| 1 | Bansjora | Topchanchi | 311 | Dhanbad | Part |
| 2 | Banidih | " | 314 | " | Full |
| 3 | Bhurungia | " | 315 | " | Part |
| 4 | Pipratnir | " | 316 | " | Part |
| 5 | Jamdiha | " | 317 | " | Full |
| 6 | Khunji | " | 321 | " | Full |
| 7 | Nutandih | " | 322 | " | Full |

| Sl. | Village | Thana | Thana number | District | Area | Remarks |
|---------------------|-------------|--|--------------|----------|------|---------|
| 8 | Simatanur | Topchanchi | 323 | Dhanbad | Full | |
| 9 | Kanrra | " | 324 | " | Full | |
| 10 | Kalyanpur | " | 325 | " | Full | |
| 11 | Parjururia | " | 326 | " | Full | |
| 12 | Lututanur | " | 328 | " | Full | |
| 13 | Pathargaria | " | 329 | " | Full | |
| TOTAL AREA . | | 3660.00 acres (approximately) or 1482.30 hectares (approximately) | | | | |

BOUNDARY DESCRIPTION :

- A—B . . . Line passes through villages Bansjora and Jamdiha and meets at point 'B'.
- B—C . . . Line passes along the common boundary of villages Kanrra and Telmuchu, Junji and Telmuchu and meets at point 'C'.
- C—D . . . Line passes along the Southern boundary of villages Kunji, Nutandih and Parjururia (which is, part common boundary of Thana Topchanchi and thana Chas) and meets at point 'D'.
- D—E . . . Line passes along the common boundary of villages Parjururia and Nagda, Lututanur and Nagda and meets at point 'E'.
- E—F—G . . . Lines pass along the part common boundary of villages Lututanur and Pathargaria and passes through village Pathargaria and meet at point 'G'.
- G—H . . . Line passes along the common boundary of villages Teliherigia and Bhurungia, Bhurungia and Muchiraidi, Banidih and Muchiraidi and meets at point 'H'.
- H—I . . . Line passes along the common boundary of villages Banidih and Targa and meets at point 'I'.
- I—J—K—A . . . Lines pass through villages Banidih, Pipratapur and Bansjora and meet at point 'A'.

SCHEDULE-II**SUB-BLOCK 'A'**Drawing No. Rev/58/65.
Dated 30-12-65.

| Sl. No. | Village | Thana | Thana number | District | Area | Remarks |
|---------|------------|------------|--------------|----------|------|---------|
| 1 | Pipratapur | Topchanchi | 316 | Dhanbad | .. | Part. |

TOTAL AREA. 65.00 acres (approximately) or 26.33 Hectares (approximately)**BOUNDARY DESCRIPTION :**

- A—B . . . Line passes along the common boundary of villages Pipratapur and Jamdiha and meets at point 'B'.
- B—C—D . . . Lines pass through village Pipratapur and meet at point 'D'.
- D—A . . . Line passes through village Pipratapur which is along the part northern boundary of Mahuda Block notified under S.O. 2360 dated 22-7-65 and meets at point 'A'.

SUB-BLOCK 'B'

| Sl. No. | Village | Thana | Thana number | District | Area | Remarks |
|------------|-----------|---|--------------|----------|------|---------|
| 1 | Pipratanh | Topchanchi | 316 | Dhanbad | .. | Part |
| 2 | Banidih | " | 314 | " | .. | " |
| TOTAL AREA | | 170.00 acres (approximately) or 68.85 hectares (approximately). | | | | |

BOUNDARY DESCRIPTION :

- E—F . . . Line passes along the part common boundary of villages Pipratanh and Banidih and meets at point 'F'.
- F—G—H—I . . . Lines pass through village Pipratanh and meet at point 'I'.
- I—J—K . . . Lines pass along the part common boundary of villages Pipratanh and Bhurungia, along common boundary of villages Banidih and Bhurungia and meet at point 'K'.
- K—L . . . Line passes along the common boundary of villages Banidih and Muchiraili (which is along the part eastern boundary of Mahuda Block notified under S.O. 2360 dated 22-7-65) and meets at point 'L'.
- L—M . . . Line passes along the part common boundary of villages Banidih and Jarga (which is along the part northern boundary of Mahuda Block notified under S.O. 2360 dated 22-7-65) and meets at point 'M'.
- M—E . . . Line passes through village Banidih (which is along the part northern boundary of Mahuda Block notified under S.O. 2360 dated 22-7-65) and meets at point 'E'.

[No. C2-23(17)/64]

ERRATA

New Delhi, the 18th March 1966

S.O. 879.—In the Notification of the Government of India, in the late Ministry of Steel and Mines (Department of Mines and Metals), S.O. No. 337 dated the 19th January, 1966, published in Part-II, section 3, sub-section (ii) of the Gazette of India dated the 29th January, 1966 at pages 297 to 302—

- (1) at page—299.
 - (i) In line 8, for "2450 to 2055" read "2050 to 2055".
 - (ii) In line 37, for "Famgara" read "Jamgara";
- (2) at page—300.
 - (i) In line 3, for "Fhanjra" read "Jhanjra".
 - (ii) In line 55, for "07(P)" read "307(P)".
 - (iii) In line 57, for "303(P)" read "603(P)".
 - (iv) In line 59, for "7668" read "768";
- (3) at page—301.
 - In line 57, for "1867" read "1857".

[No. C2-24(1)/62.]

RAM SAHAY, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

(Indian Council of Agricultural Research)

New Delhi, the 14th March 1966

S.O. 880.—In pursuance of Sub-Sections (e) and (f) of the Indian Oilseeds Committee Act 1946 (9 of 1946), the Central Government hereby appoint the following persons as members of the Indian Central Oilseeds Committee to represent the interests shown against each, for the period ending 31st March, 1966:—

| Sl. No. | Name of person | Sub-Section of Section 4 of the Indian Oil- seeds Committee Act and interest rep- resented. |
|------------|--|---|
| 1 | Shri G. Shivappa, Sadasivnagar, Bangalore. | Representing growers of oilseeds under Section 4(f) of the Act. |
| 2 | The Oilseeds Development Officer, Directorate of Agriculture, Bhopal. | Representing the Government of Madhya Pradesh under Section 4(e) of the Act. |
| 3 | Chowdhary Suresh Chandra, Secretary, M.P. Young Farmers' Association, Gote-gaon. | Representing growers of oilseeds in the State under Section 4(f) of the Act. |
| 4 | Director of Agriculture, Government of Bihar, Patna. | Representing the Government of Bihar under Section 4(e) of the Act. |
| 5 | Shri M.K. Mathi Gowder, Mathipalayam, District Coimbatore. | Representing the growers of oilseeds in the State of Madras under Section 4(f) of the Act. |

[No. 8-12/65 of Com III]

N. K. DUTTA, Under Secy.

**MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND
COOPERATION**

(Department of Agriculture—ICAR)

New Delhi, the 18th March 1966

S.O. 881.—In exercise of the powers conferred by section 7 of the Indian Lac Cess Act, 1930 (24 of 1930), the Central Government hereby declares that with effect from the 1st April, 1966, the Indian Lac Cess Committee, constituted under section 4 of that Act, shall be dissolved.

[No. 11-5/65-Reorgn(CC)(i).]

S.O. 882.—In exercise of the powers conferred by section 14 of the Indian Cotton Cess Act, 1923 (14 of 1923), the Central Government hereby declares that with effect from the 1st April, 1966, the Indian Central Cotton Committee, constituted under that Act, shall be dissolved.

[No. 11-5/65-Reorgn(CC)(ii).]

S.O. 883.—In exercise of the powers conferred by section 17 of the Indian Coconut Committee Act, 1944 (10 of 1944), the Central Government, with the previous approval of the House of the People, hereby declares that with effect from 1st April, 1966, the Indian Coconut Committee, constituted under that Act, shall be dissolved.

[No. 11-5/65-Reorgn(CC)(iii).]

S.O. 884.—In exercise of the powers conferred by section 18 of the Indian Oilseeds Committee Act, 1946 (9 of 1946), the Central Government, with the previous approval of the House of the People, hereby declares that with effect from 1st April, 1966, the Indian Central Oilseeds Committee, constituted under that Act, shall be dissolved.

[No. 11-5/65-Reorgn(CC)(iv).]

N. K. DUTTA, Under Secy.

(Department of Co-operation)

New Delhi, the 14th March 1966

S.O. 885.—In exercise of the powers conferred by Section 5-B of the Multi Unit Co-operative Societies Act, 1942 (6 of 1942), the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India in the late Ministry of Community Development and Co-operation (Department of Co-operation) No. S.O. 1593, dated the 28th June, 1961, published at page 1555 of Part II, Section 3(ii) of the Gazette of India of the 8th July, 1961, namely:

In the said notification against serial No. 14 for the entry "Shri Iftikar Hussain" the entry "Shri G. S. Chooramani" shall be substituted.

[No. 7-13/66-Credit.]

A. C. BANDYOPADHYAY, Dy. Secy.

MINISTRY OF HEALTH AND FAMILY PLANNING

New Delhi, the 8th March 1966

S.O. 886.—In exercise of the powers conferred by sections 12 and 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940), the Central Government, after consultation with the Drugs Technical Advisory Board hereby makes the following rules further to amend the Drugs and Cosmetics Rules, 1945, the same having been previously published as required by the said sections, namely:—

1. These rules may be called the Drugs and Cosmetics (Amendment) Rules, 1966.
2. In the Drugs and Cosmetics Rules, 1945,—
 - (a) for rule 125, the following rule shall be substituted, namely:—

"125. Standards for substances (other than food) intended to affect the structure or any function of human body—Contraceptives.

 - (1) The standards for mechanical contraceptives shall be such as are laid down in Schedule R.
 - (2) The standards which other contraceptives will have to comply with shall be in conformity with the formulae approved as safe and efficacious by the Central Government. Such formula shall be displayed on the label of every container of such contraceptive.
 - (b) After Schedule 'Q' the following Schedule shall be inserted, namely:—

SCHEDULE R

(See Rule 125)

STANDARDS FOR MECHANICAL CONTRACEPTIVES

(A) *Standards for Condoms*

Condoms shall comply with the following standards.

1. *Definition.*—Condoms include washable sheaths.
2. *Description.*—Condoms consist of cylindrical rubber sheaths with one end open. The open end has a thing ring round it. The closed end may have a receptacle.
3. *Material.*—Condoms shall be manufactured from good quality rubber latex and shall be free from embedded grit and shall be transparent or translucent prior to the application of dressing materials.

The rubber latex and any dressing materials applied to the condoms shall not liberate substances which are known to have toxic, or other harmful effects under conditions of use nor shall any dressing materials have a deleterious effect on the condom itself.

4. Dimensions—

Length: The overall length of a condom including the receptacle shall not be less than 200 mm. (limits + 20mm.).

Width: The width of a condom when laid flat shall be not less than 49 mm (limits + 5 mm and — 1 mm).

Wall thickness: The wall thickness of a condom shall be as follows:—

| Type | Thickness |
|---------------------|------------------|
| (1) Washable, light | 0.08 to 0.12 mm. |
| (2) Washable, heavy | 0.12 to 0.16 mm. |
| (3) Others | 0.04 to 0.07 mm. |

Weight: The weight of a condom shall be as follows:—

| Type | Weight |
|---|-------------|
| (1) Washable, light, with length of 180 mm. | 2 to 3 g. |
| (2) Washable, heavy, with length of 180 mm. | 3 to 4 g. |
| (3) Others | 1 to 1.7 g. |

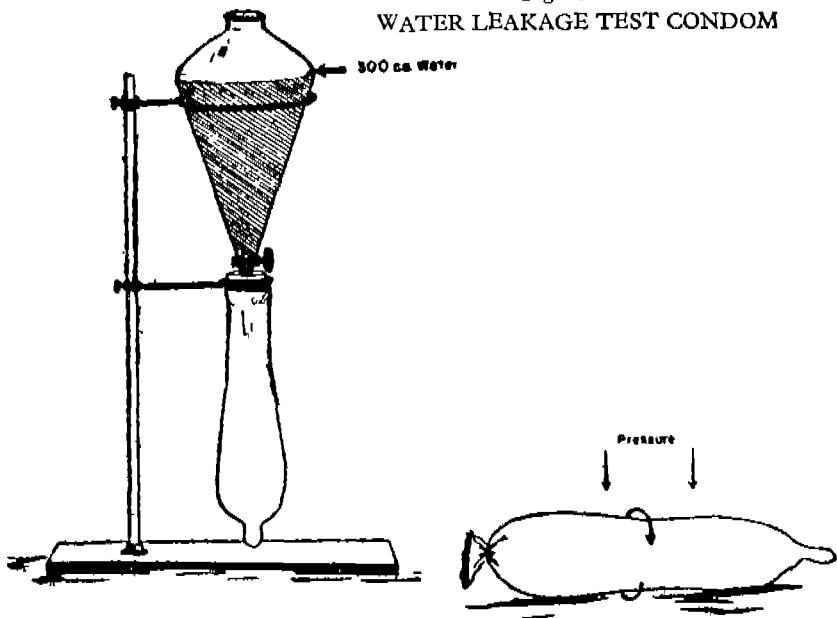
The weight shall be determined by weighing not less than ten specimens individually.

5. Air inflation test.—Inflate the condom with air to a diameter of 165 mm. The inflated sample shall be examined for the presence of any pinholes, weak spots or other visible defects likely to affect its use. No such defect shall be discernible.

6. Water leakage test.—Fill the condom with 300 ml. of water as described in Figure 1 taking precautions to prevent the spilling of water on the outside surface of the condom. Close its open end firmly by holding it between the fingers, and if necessary wipe the outer surface of the condom with either a cloth pad or a blotting paper to remove any water that may have been accidentally spilt on the outer surface of the condom.

Suspend the filled condom with its open end upwards for not less than 3 minutes. No water droplets are observed.

Figure 1
WATER LEAKAGE TEST CONDOM



7. Test for tensile strength, elongation at break, and tension set.

The average tensile strength, elongation at break and tension set of rubber taken from the samples of condoms shall conform to the following requirements:—

| <i>Original after accelerated ageing at 70°±1°C for 96 hours in air oven.</i> | <i>Maximum permissible variation.</i> |
|---|---------------------------------------|
| (i) Tensile strength 140 Kg./sq. cm | + 10 percent — 15 percent |
| (ii) Elongation at break | 650 percent ± 10 Percent |
| (iii) Tension set when the rubber is stretched to 75 percent of Elongation at break, kept in this stretched condition for 10 minutes and allowed to recover for 10 minutes. | 10 percent |

Rubber specimens for the mechanical tests shall be conditioned at a temperature of $27^{\circ} \pm 2^{\circ}\text{C}$, for a period of 24 hours immediately preceding the tests and tested at the same ambient temperature.

8. Sampling.—The following procedure shall be followed for drawing samples.

Specimens constituting the testing samples shall be taken at random successively from each quantum of production, that is, from the quantity produced from the same finished rubber latex and under the same processing and finishing conditions of manufacture. Samples from each quantum shall be tested separately to ascertain conformity of a quantum with the specified requirements in accordance with the tests described hereinafter.

9. Procedure for testing—

(a) The number of samples drawn from each quantum shall not be less than 1 percent of the number of condoms in each quantum.

(b) The samples drawn from each quantum shall be tested for Air inflation test and Water leakage test in accordance with the methods described under items (5), and (6). Samples subjected to Water leakage test shall be destroyed.

The number of test samples 'N' and the number of rejected samples 'R' from a sequence of production quanta shall be recorded in a register. The cumulative total of test samples 'N' and the cumulative total of rejects 'R' from the test samples shall be recorded and the condoms shall be deemed to comply with the requirements if the cumulative total of rejects 'R' is not more than

$$0.0 \text{ IN} + 3\sqrt{0.0 \text{ IN}}$$

The following Table shows how this formula operates for a typical series of quanta.

TABLE
SAMPLING OF CONDOMS

| Quantum No. | Size of quantum | Number of test samples | Cumulative number tested | Cumulative total of rejects (R) to be not more than |
|-------------|-----------------|------------------------|--------------------------|---|
| 1 | 10,000 | 100 | 100 | 4 |
| 2 | 5,000 | 50 | 150 | 5 |
| 3 | 5,000 | 50 | 200 | 6 |
| 4 | 10,000 | 100 | 300 | 8 |
| 5 | 20,000 | 200 | 500 | 12 |

Should the cumulative total of rejects exceed the number of allowable rejects at any point in the sequence of quanta, the quantum at which this occurs shall be liable to rejection. The continued assessment of quality of further production quanta shall include all previous test results starting from quantum Number 1, and approval of production shall be in suspense until the condition required by the scheme is again fulfilled. While approval is in suspense any production quanta giving more than 1.33 per cent defective items shall be rejected; those giving 1.33 percent defective items or less may be accepted. The results from all these quanta must be included in the series of test results considered before resumption of continuing approval is allowed. However, if a resumption of the overall defective level of not more than 1 per cent does not occur within a reasonable time, the permission to accept individual quanta giving not more than 1.33 per cent defectives may be withdrawn.

Thirty condoms which have not been subjected to Air inflation test and water leakage test are used for carrying out the physical tests mentioned above.

10. Labelling and Packing—

(1) The packing shall protect the condoms from contamination and mechanical damage. The smallest packing offered to the consumer shall bear a clear and permanent marking with the following particulars:—

- (i) Manufacturer's name and the trade name of the condom, if any.
- (ii) Batch number.
- (iii) Date of manufacture.
- (iv) Date of expiry which shall be not more than twenty-four months from the date of manufacture.

(2) The label of the packing shall give a warning against heat, influence of direct sunrays and mechanical damage.

N.B.—Air Blowers.—A good manufacturing practice requires that every condom should be subjected to Air inflation test and for this purpose fifteen air blowers are required to be set up to be used for testing purposes.

[No. F. 1-28/63-D.]

New Delhi, the 19th March 1966

S.O. 887.—In exercise of the powers conferred by sub-section (2) of section 8 and sub-section (2) of Section 16 of the Drugs and Cosmetics Act, 1940 (23 of 1940), the Central Government, after consultation with the Drugs Technical Advisory Board and after giving by notification not less than three months' notice of its intention so to do as required by the said sub-sections, hereby makes the following amendments in the Second Schedule to the said Act, namely:—

In the Second Schedule to the said Act,—

- (i) in the entries under the heading "Class of drug", against item 1, after the words "Patent or proprietary medicines", the words "other than Homoeopathic medicines" shall be inserted;
 - (ii) after item 4 and the entries relating thereto, the following item and entries shall be inserted, namely:—
- "4A. Homoeopathic medicines.—(1) The standards specified from time to time in the Homoeopathic Pharmacopoeia of the United States of America or the United Kingdom or Germany for the medicines included therein.
- (2) For the Homocopathic medicines not included in the Homoeopathic Pharmacopoeia of the United States of America or the United Kingdom or Germany, the standards approved by the Central Government and displayed in the prescribed manner on the label of the container".

[No. F. 1-35/64-D.]

AMAR NATH VARMA, Under Secy.

New Delhi, the 16th March 1966

S.O. 888.—In exercise of the powers conferred by sub-section (4) of section 13 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following amendment in Part II of the Third Schedule to the said Act, namely:—

In the said Part of the Third Schedule, after the entry "M.D. (Geneva, Italy)", the following entry shall be inserted, namely:—

"M.D. (Leipzig)"

[No. F. 18-30/65-MPT.]

K. M. L. GUPTA, Under Secy.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 16th March 1966

S.O. 889.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints Smt. Ila Palchoudhuri as a member of the Advisory Panel of the said Board at Calcutta with immediate effect.

[No. 11/3/62-FC.]

CORRIGENDUM

New Delhi, the 16th March 1966

S.O. 890.—In the Schedule in S. No. 1 under the columns 4 & 5 "Name of the Applicant" and "Name of the Producer" in this Ministry's S. O. No. 676 dated the 19th February, 1966 appearing in the Gazette of India Ordinary Part II Section 3 Sub-Section (ii) No. 10 dated the 5th March, 1966 for the existing entry "Producer of Films, Home Deptt. (Public Relations) Government of Orissa, Bhubaneswar" please read as "Producer of Films, Home (Public Relations) Department, Government of Orissa, Bhubaneswar".

[No. F. 24/1/66-FP App. No. 1078.]

B. GHOSE, Under Secy.

MINISTRY OF IRRIGATION AND POWER

New Delhi, the 14th March 1966

S.O. 891.—In pursuance of sub-section (2)(d) of Section 36A of the Indian Electricity Act, 1910 (9 of 1910), the Central Government is pleased to nominate Shri H. V. Narayana Rao, Member (HE), Central Water and Power Commission as a Member of the Central Electricity Board to represent the Union Territories of Manipur, Tripura and the Andaman & Nicobar Islands vice Shri K. L. Vij.

[No. EL-II-9(1)/66.]

R. L. MOHAN, Under Secy.

MINISTRY OF LABOUR, EMPLOYMENT & REHABILITATION

(Department of Labour and Employment)

New Delhi, the 11th March 1966

S.O. 892.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from six workmen of Jogta Colliery represented by Shri I. H. Khan, General Secretary, Mine Mazdoor Union, Post Office Sijua, District Dhanbad, which was received by the Central Government on the 8th March 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

In the matter of a Complaint under Section 33A of The Industrial Disputes Act, 1947.

COMPLAINT NO. 2 OF 1966

PARTIES:

Six workmen of Jogta Colliery, represented by Shri I. H. Khan, General Secretary, Mine Mazdoor Union, mentioned in the petition dated 21-6-1965.

AND

The management of Jogta Colliery of M/s Jogta Coal Co., Ltd., P.O. Sijua, Distt. Dhanbad.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

APPEARANCES:

For the Workmen Complainants: Shri I. H. Khan, General Secretary, Mine Mazdoor Union.

For the Employers Opposite Party: Shri S. S. Mukherjee, Advocate.

STATE: Bihar

INDUSTRY: Coal.

Dhanbad, dated 23rd February, 1966

AWARD

Extract from the Order Sheet

"5. 23-2-66 The aggrieved workmen complainants through their Union's General Secretary, Shri I. H. Khan, file a petition for permission to withdraw this Complaint with liberty to file a fresh complaint.

Shri I. H. Khan, who has filed the Complaint on behalf of the six aggrieved workmen mentioned in the petition dated 21st June 1965 but mentions another—Akhtar Hussain Khan—in the letter of authority dated 16th June 1965, but filed on 21st February, 1966 although his name is not in the above petition, is permitted to withdraw this Complaint No. 2 of 1966. It would be open to him, if the law permits, to file a fresh Complaint, if it would be maintainable in law.

This Complaint, therefore, stands withdrawn."

[No. 2/52/63-II-LR.II.]

(Sd.) RAJ KISHORE PRASAD,

Presiding Officer,
Central Government Industrial Tribunal, Dhanbad.

S.O. 893.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Jogta Colliery of Messrs. Jogta Coal Company Limited, P.O. Sijua District Dhanbad, and their workmen which was received by the Central Government on the 9th March 1966.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
DHANBAD**

In the matter of a reference under Section 10(1) (d) of The Industrial Disputes Act, 1947.

REFERENCE NO. 94 OF 1963

PARTIES:

Employers in relation to the Jogta Colliery of M/s Jogta Coal Company Ltd.,
P.O. Sijua, Dist. Dhanbad

AND

Their Workmen

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

APPEARANCES:

For the Employers: Shri S. S. Mukherjee, Advocate.

For the Workmen: Shri Shanker Bose for Colliery Mazdoor Sangh; Shri Hitnarain Singh for Koyla Mazdoor Panchayat; Shri I. H. Khan for Mine Mazdoor Union; Shri N. C. Tewari for Overman's Association, Dhanbad.

STATE: Bihar

INDUSTRY: Coal.

Dhanbad, dated the 24th January, 1966

AWARD

By its Order No. 2/52/63-LR.II dated 9th December 1963 the Government of India, Ministry of Labour & Employment, referred to this Tribunal for adjudication under Section 10(1) (d) of the Industrial Disputes Act, 1947, (hereinafter referred to as "the Act"), an industrial dispute existing between the employers in relation to the Jogta Colliery of M/s Jogta Coal Company Limited, P.O. Sijua, District Dhanbad, and their workmen in respect of the matters specified in the schedule attached to the said order of reference, which is reproduced below:

SCHEDULE

"Whether the closure of the Jogta Colliery by Messrs. Jogta Coal Company Limited with effect from the 4th August, 1963 was on account of unavoidable circumstances beyond the control of the employers? If not, to what relief are the workmen entitled?"

2. The Colliery Mazdoor Sangh filed a written statement on behalf of the concerned workmen on 10th March 1963; and the Mine Mazdoor Union, Bihar, on behalf of the concerned workmen, filed a written statement on 21st January 1964. The employers also filed a written statement on 24th January 1964. The Koyla Mazdoor Panchayat, Jharia, on behalf of the concerned workmen filed a written statement on 30th January 1964.

3. The case of the employers in their written statement was that since some years past underground fire has been raging in and around Jogta Colliery, and all attempts to control the fire by the employers with the help of the Coal Board and the Department of Mines had failed, and in recent times the underground fire had been spreading very fast and there appeared grave danger to the neighbouring collieries also; that, therefore, a meeting was held on 19th July 1963 (the minutes of which are Exhibit W4 and have been proved by WW1) between the officer of the Chief Inspector of Mines, Coal Board, representative of the employers and the representatives of the neighbouring collieries at which it was decided that the flooding of 13 and 14 seams workings of the Jogta Colliery was necessary to prevent further danger to the colliery as well as to the neighbouring collieries from the underground fire, and it was also pointed out that irrespective of the proposed flooding it was dangerous to work 11 seam and seams above as the parting between these seams and all the seams up to 11 seam were inter-connected through goaves; that in pursuance of the above decisions at the meeting the employers were directed by the Deputy Chief Inspector of Mines by his letter dated 23rd July 1963 to introduce water into 13 and 14 seams working of the Jogta Colliery from the Jore in a controlled manner till the water reaches a reduced level of 485 ft.; that on receipt of the said directive the employers by a letter

dated 2nd August 1963 (Ext. M 1) intimated to the Chief Inspector of Mines that the flooding will start on and from 9-30 A.M. on Sunday the 4th August, 1963 and that the entire mining operations will have to be stopped and the colliery closed for reasons mentioned in the letter, which were beyond the control of the employers; that, therefore, on account of the flooding the available coal in seams Nos. 9, 10 and 11 could not be worked for the reasons given in Para 8 of the written statement and as such all the workings of the colliery had to be closed which was beyond the control of the management and accordingly notices terminating their services with effect from 4th August 1963 were issued to all concerned including the concerned workmen; that the closure of the colliery with effect from 4th August 1963 was bona fide and on account of unavoidable circumstances beyond the control of the employers and except the compensation provided for under Section 25 FFF of the Act, which most of the workmen had accepted they were not entitled to any relief.

4. It will appear that three written statements as stated above have been filed on behalf of the concerned workmen by three unions, namely, Mine Mazdoor Union, Koyla Mazdoor Panchayat, Jharis, and Colliery Mazdoor Sangh, Dhanbad, on behalf of the concerned workmen. The sum and substance of the defence of all the three unions, however, is the same, namely, that the closing down of the entire Jogta Colliery was not called for and the flooding by the Mines Department was simply an excuse on the part of the management to close down the whole of the colliery and thereby pay to the workmen retrenchment compensation under Section 25FFF instead of under Section 25F of the Act to which they were legally entitled. The union stated that percolation of water in 10 seam was not unusual this year since there used to be percolation every year and this year also the percolation is the same. They, however, maintained that the water is rising higher this year because the management removed all the pumps from No. 9 and 10 Seams before the mine was flooded on 4th August 1963, and No. 9 Seam was still dry and could be worked. It was also added by them that the management had acquired permission from the Chief Inspector of Mines to depillarise 45 bighas plot of Tetulmari Section of No. 10 Seam and further the bottom section of the area had been developed and the top Seam could still be developed and depillarising could also be taken up, and there was no water in any seam above this area and, therefore, the quarries of 15 seam and 11 seam could also be worked. The stand taken by the union was that the closure of the Jogta Colliery on the plea that the Department of Mines had decided to flood the mine to control underground fire was only a pretext and the closure was not due to unavoidable circumstances beyond the control of the employers and as such the concerned workmen were entitled to full compensation as provided by Section 25F of the Act.

5. At the hearing the management was represented by Shri S. S. Mukherjee, Advocate; and, Shri Shanker Bose represented the Colliery Mazdoor Sangh; Shri Hit Narain Singh represented the Koyla Mazdoor Panchayat; Shri I. H. Khan represented the Mines Mazdoor Union and Shri N. C. Tewari represented Overmen's Association, Dhanbad.

6. Both the parties filed documents and examined witnesses. On behalf of the management, MW 1 Shri A. P. Mewar, Agent, Jogta Colliery was examined and on behalf of the workmen, WW 1 Shri B. M. Bhat, Deputy Chief Inspector of Mines and WW 2 Shri N. C. Tewari representing the Overmen's Association, Dhanbad, were examined.

Documents filed by the parties were taken in evidence with mutual consent and marked as exhibits. Documents filed by the management were marked Exts. M to M 10 and those filed by the workmen were marked Exts. W to W 5.

7. It may be mentioned that Hind Shippers Private Limited, the lessees of Jogta Colliery Co., Ltd., have represented and contested the reference on behalf of the Company. The management admitted that the first lease in favour of the Hind Shippers Private Limited was for the years 1954-59; it was renewed on 30th June 1959 up to the financial year 1962-63 and it was renewed for the third time upto December, 1964. M/s Hind Shippers(P) Ltd. were appointed as such the Managing Contractors of the Jogta Colliery on the 1st January, 1954 and they continued as such till the possession of the colliery was delivered to the Jogta Coal Co. Ltd., the owners of the Colliery on 22nd February 1965. This position is admitted by the management. From this it will appear that at the time when the colliery was closed on 4th August 1963 Hind Shippers Private Limited, the lessees of Jogta Coal Company Limited, were in possession and managing control of the colliery. The Annual Report and the Statement of Accounts from 1956-57 to 1962-63 (Exts. M5 to M10) of Hind Shippers Private Limited also establish

that M/s Hind Shippers Private Limited are Lessees of the Jogta Coal Co., Ltd. and owners of Sendra Colliery and they are working both the collieries.

8. It would be useful to state in chronological order the material facts with exhibit numbers of the documents and dates for deciding the point at issue. The material facts are these:

3rd July, 1957: The Manager of the colliery wrote a letter No. 730/57, dated 3rd July 1957 to the Chief Inspector of Mines seeking permission to work No. 10 Seam bottom section beneath waterlogged workings of No. 11 Seam. (Referred in Ext. M 2).

8th October, 1957: In reply to the permission sought, the Chief Inspector of Mines wrote to the owners of Jogta Colliery Ext. M 2 that the matter had since been looked into by the Regional Inspector of Mines, No. 1 Region, Dhanbad, on 24th September, 1957 and, therefore, in pursuance of Temporary Regulation 5(2) he permitted him to extend the workings in 10 Seam bottom section as shown in the plan enclosed with the managements letter under reference, provided the waterlogged workings of No. 11 Seam are kept dry.

19th July, 1963: A meeting was held at Jogta Colliery Office on 19th July, 1963 the minutes of which are Ext. W 4. As far as Jogta Colliery itself was concerned, it was decided that it will not affect their workings as in this mine. Nos. 11 and 15 Seams are being quarried and Nos. 9 and 10 Seams are being developed and proposed flooding will not affect these workings except that the make of water in 9 and 10 Seams may increase. Regarding the level upto which the level of water should be allowed to raise, it was decided that water should be raised upto 485 ft. level, i.e., 15 ft. below the flood of 15 Seam: This is dealt with in Para 2.

23rd July, 1963: Shri B. M. Bhat, Deputy Chief Inspector of Mines, Northern Zone, WW 1, wrote a letter to the Agent of the Jogta Colliery regarding flooding of 13 and 14 Seams of the Jogta Colliery (Ext. M). In this letter he says that it was decided at the meeting held on 19th July 1963, referring to Ext. W 4, that flooding of 13 and 14 Seams workings of the Jogta Colliery was necessary to prevent further danger to his mine as well as to the neighbouring collieries from the underground fire. It was further pointed out that irrespective of the proposed flooding it was dangerous to work in 11 Seam and seams above as the parting between these seams was small and all the seams upto 11 Seam were interconnected through goaves. Therefore, the Agent of the Jogta Colliery was directed to introduce water in 13 and 14 Seams workings of the Jogta Colliery from the Jore in a controlled manner till the water reached a reduced level of 485 ft. and regular watch should be kept on the water level in 'B' Pit and daily record of the water level should be recorded and maintained in a bound paged book.

27th April, 1963: It will appear from the failure report of the Conciliation Officer dated 19th September 1963 that the General Secretary, Koila Mazdoor Panchayat, Jharia, sent a letter to the Conciliation Officer complaining that the management of Jogta Colliery wanted to bring about an ostensible closure with a view to evade full liability of retrenchment compensation and, therefore, he was requested to investigate the matter and to ascertain the intentions of the management.

31st July, 1963: The management issued a notice Ext. M 3 to all workmen saying that as a result of serious threat caused by underground fire and with a view to control the same, the Department of Mines had ordered flooding of the colliery workings with immediate effect and in compliance with the said orders of the Mines Department, the colliery workings will be flooded on 4th August 1963, and, therefore, in view of the situation beyond the control of the management, the management has been compelled to take a decision to close down that undertaking with effect from the said date and all workmen would be served with notices retrenching their services with effect from the dates mentioned in the said notices, and on payment to them of due compensation under the law without speaking whether under Section 25F or Section 25FFF of the Act.

2nd August 1963: Hind Shippers Private Limited, on behalf of their lessors, the Jogta Colliery, sent a letter to the Chief Inspector of Mines (Ext. M 1) informing that the flooding will start from 9.30 a.m. on 4th

August 1963 and that mining operation at the colliery will be closed and in the said letter the reasons for the closure of the mine were given which have been reproduced in their written statement in Para 8 also.

2nd August 1963: Another notice was issued (*Ext. W 3*) in addition to the general notice issued on 31st July 1963 (*Ext. M 3*) informing all workmen about the closure of the mine due to unavoidable circumstances beyond the control of the Company and informing all workmen that their services will not be required with effect from that date. The workmen were further informed that they will be paid one month's wages in lieu of notice and retrenchment compensation in accordance with the provisions of Section 25FFF of the Industrial Disputes Act, 1947, which section was not mentioned earlier in *Ext. M 3*.

3rd August, 1963: Shri B. N. Bhat, Deputy Chief Inspector of Mines (*WW1*) wrote a letter to the General Secretary, Colliery Mazdoor Sangh (*Ext. W 1*), in reply to his letter dated 23rd July 1963 saying that the management of Jogta Colliery have been directed to flood the workings in 13 and 14 Seams in order to control the underground fire and as Nos. 11 and 12 Seams are connected by 13 and 14 Seams through goaves, workings in these seams will also get flooded and hence no underground work is possible in 11, 12 and 14 Seams.

6th August 1963: The General Secretary, Colliery Mazdoor Sangh, then sent a letter to the Regional Labour Commissioner(C), Dhanbad, *Ext. W 2* complaining regarding non-payment of proper retrenchment compensation to the workmen of Jogta Colliery for which it was said that flooding is required to be done in 13 and 14 Seams only of the Jogta Colliery and the remaining seams and the quarries are not covered by the said drowning order of the Department of Mines and work could continue in those seams as well as in the quarries, and, therefore, that being the position the situation does not warrant the total closure of the Jogta Colliery and as such, it was a deliberate action of the management which got no justification whatsoever, and, therefore, the workmen are entitled to full retrenchment compensation according to their respective length of service in Jogta Colliery in terms of Section 25F(a) and (b) of the Act.

12th September, 1963: The Chief Inspector of Mines wrote a letter *Ext. W* to Shri Nakul Chandra Tewari (*WW 2*) of the Colliery Mazdoor Sangh in reply to his representation dated 25th July 1963 to the Labour Minister, informing him that "so far as the Department of Mines is concerned it has been made very clear that the workings of 13 and 14 Seams have been required to be flooded and the water will go down to 11 and 12 Seams also as they are interconnected, and, therefore, it is only the underground workings of 11, 13 and 14 Seams where no work can be done. The Department has not prohibited work in any other seam. In this connection, I enclose herewith a copy of letter No. 11379 dated the 3rd August, 1963, addressed to the General Secretary, Colliery Mazdoor Sangh, by the Deputy Chief Inspector of Mines for your ready reference (*Ext. W 1*)."

19th September, 1963: The Conciliation Officer submitted his failure of conciliation report to the Chief Labour Commissioner.

9th December, 1963: The present reference was made by the Central Government under Section 10(1)(d) of the Act.

9. The sole question for determination is, whether the admitted closure of the Jogta Colliery with effect from 4th August, 1963 was on account of unavoidable circumstances beyond the control of the management? If this question is answered in the affirmative then the concerned workmen will be entitled to compensation under Section 25FFF. If, however, this question is answered in the negative then in that case the concerned workmen will be entitled to retrenchment compensation under Section 25F of the Act. That is the only dispute between the parties.

10. On the above question the most disinterested and independent witness and who is also an expert and who has been examined on behalf of the workmen is Shri B. M. Bhat, Deputy Chief Inspector of Mines, (Northern Zone), (*WW 1*) since January, 1963 within whose Zone Jogta Colliery fell. He stated that as Deputy Chief Inspector of Mines, he had inspected Jogta Mine. He also stated that fire broke out in 13 and 14 Seams in 1942, but fire was controlled. During 1953 fire broke out through the stoppings in 13 and 14 Seams and on 19th July 1963 there

was a meeting at which he was present and whose minutes were Ext. W 4. At that meeting, he stated that, there was no prohibition against the working of the 10 Seams and below seams. But since then the management has not asked for permission to work in 10 Seam and lower seam, and that the management were not asked to stop working except where sites were dangerous. In answer to a question put by the Tribunal, the witness WW 1 stated:

"The closure of the Jogta Colliery by the management with effect from 4th August, 1963 was not on account of unavoidable circumstances beyond the control of the employers but due to economic reasons. Lower seams below No. 9 Seam are yet virgin because they have not yet been explored. They have not yet been touched. If there had been no fire or flooding, there would have been no necessity of closing the seams No. 12 and 14 and it would have run more economically. The seams below 9 Seam are not being touched."

11. This witness WW 1 is an expert witness belonging to the Mines Department of Government of India and as Deputy Inspector of Mines he had occasions to inspect Jogta Mines, which were in his zone, and, therefore, his evidence has great weight in deciding this question. I put a definite question to him to know his opinion, because he was an expert and he is definite that the closure of the Jogta Colliery by the management was not on account of unavoidable circumstances beyond the control of the employers but due to economic reasons. He has given reasons also why he said so, because lower seams below No. 9 Seam, which are mentioned above, are yet virgin, and they have not yet been exploited. Ext. W 1 clearly shows that no underground work is possible in 11, 12 and 14 Seams and Ext. W 1 shows that the Mines Department had not prohibited work in any other seam. That is also the evidence of MW 1. Ext. M 2 shows that the management were permitted to extend the workings in 10 Seam bottom section on 8th October 1957 on the condition that the waterlogged workings of No. 11 Seam are kept dry.

12. No doubt the management examined their Agent, Shri A. P. Mewar, M.W. 1, who also like WW 1, holds a 1st Class Managers Certificate of Competency and is also an expert. But he being an employee of the management as their agent is most interested in their case and as such, he being an interested witness his evidence cannot be given preference over that of WW 1. Besides this, his evidence is uncorroborated, whereas the evidence of WW 1 is corroborated by the evidence of WW 2. But that apart, the evidence of WW 1, even it had stood alone, I would have unhesitatingly relied on it. Here the evidence of WW 1 is supported by the documents Exts. W, W 1, M, M 1 and M 2. If WW 2 alone would have been examined, I would have placed no reliance on his evidence because he too like MW 1 was an interested witness, but WW 2 is supported by WW 1 and the documents referred to before.

13. On the evidence of WW 1 and the documents referred to above I am perfectly satisfied that the closure of the Jogta Colliery of Messrs Jogta Coal Company Limited with effect from 4th August 1963 was not on account of unavoidable circumstances beyond the control of the employers, and, therefore, the workmen were certainly entitled to their full retrenchment compensation as provided in Section 25F(b) of the Act.

14. Let us now examine whether the closure was due to economic reasons. This suggestion is not accepted by the management because they say that if that would have been the position and if the management wanted to close the colliery on account of economic reasons, they would have closed the colliery in 1956-57 when it incurred loss. In this connection, reliance was placed by the management on the Annual Reports and Statement of Accounts of Hind Shippers Private Limited, their Lessees from 1955-56 to 1962-63 (Exts. M 5 to M 10), which show the losses of the Jogta Colliery as below:

| | | |
|---------|-----|----------------------|
| 1956-57 | ... | 39,000 (Ext. M 5) |
| 1958-59 | ... | 1,29,000 (Ext. M 6) |
| 1959-60 | ... | 46,300 (Ext. M 7) |
| 1960-61 | ... | 2,76,000 (Ext. M 8) |
| 1961-62 | ... | 3,30,000 (Ext. M 9) |
| 1962-63 | ... | 4,65,000 (Ext. M 10) |

15. The above figures, in my opinion, support the evidence of WW 1 and the case of the union that the management closed the colliery due to financial reason only because when it found that from 1956-57 to 1962-63 the colliery went on suffering loss every year it closed the works of the mine completely on 4th August 1963. The contention that if the management wanted to close the mine due to

financial reasons it could have closed it earlier in 1959 is not correct, because when the management found in 1959-60 that the loss was 46,300 against 1,29,000 in 1958-59, it is very natural, as "Hope springs eternal in Human Breast," that the management would continue to go on working the colliery in the hope that there was a likelihood of earning profit in near future. With that end in view the management worked the mine for 5 or 6 years but when ultimately it found that every year they suffered loss more or less, they closed down the colliery. In my opinion, the opinion of WW 1 and the case of the union are strongly supported by Exts. M 5 to M 10. I, therefore, hold that the management closed the colliery not due to unavoidable circumstances beyond their control but due to financial reasons as they suffered loss year after year during 1956-57 to 1962-63 continuously.

16. For the reasons given above, I, therefore, answer the Reference in favour of the workmen by holding that the closure of the Jogta Colliery of Messrs Jogta Coal Company Limited with effect from 4th August 1963 was not on account of unavoidable circumstances beyond the control of the employers as alleged, and, therefore, Proviso to Section 25FFF of the Act does not apply here but Section 25F of the Act applies and as such, the concerned workmen are entitled to full retrenchment compensation under Section 25F of the Act from Messrs Hind Shippers Private Limited—the lessees of Jogta Colliery and Jogta Coal Company Limited, both of whom are liable to the concerned workmen, but the primary liability is of M/s. Hind Shippers (P) Ltd., because they were lessors in possession and direct control and the management of the colliery at the material time. Those of the workmen, who have received retrenchment compensation under Section 25FFF of the Act from the management, that amount will be deducted from the amount of compensation which may be found payable to them under Section 25F of the Act, because it was admitted by both sides that such compensation under Section 25F of the Act would be higher than that under Section 25FFF of the Act.

17. This award must be implemented within one month from the date this award becomes enforceable under Section 17A after its publication under Section 17 of the Act.

18. This is the award which I make and submit to the Central Government under Section 15 of the Act.

(Sd.) RAJ KISHORE PRASAD,

Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad.

[No. 2/52/63-I-LR II.]

New Delhi, the 15th March 1966

S.O. 894.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Jealgora Colliery of Messrs East Indian Coal Company Limited, Post Office Jealgora, District Dhanbad, and their workmen which was received by the Central Government on the 8th March, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

In the matter of a reference under Section 10(1)(d) of The Industrial Disputes Act, 1947.

Reference No. 1 of 1964

PARTIES:

Employers in relation to the Jealgora Colliery of M/s. East Indian Coal Company Limited

AND

Their Workmen.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L.—Presiding Officer

APPEARANCES:

For the Employers.—Sarvashri D. Narsingh, Advocate; D. N. Chatterjee, Chief Labour Officer; and J. N. P. Sahi, Assistant Chief Labour Officer.

For the Workmen.—Sarvashri Baban Lal, Advocate, and, Gopal Chandra Munshi, General Secretary, Khan Mazdoor Congress.

STATE: Bihar

INDUSTRY: Coal.

Dhanbad, dated the 22nd January, 1966.

AWARD

By its Order No. 2/68/63-LR.II dated 21st December 1963, the Government of India, Ministry of Labour & Employment, referred for adjudication to this Tribunal, an industrial dispute existing between the employers in relation to the Jealgora Colliery of Messrs East Indian Coal Co., Ltd. and their workmen in respect of the matters specified in the schedule annexed to the Order of reference, which is reproduced below:

SCHEDULE

"Whether the dismissal of Shri Ramsajiwon, Machine Loader of Jealgora Colliery with effect from the 17th August, 1963 was justified; if not to what relief is he entitled?"

2. The Khan Mazdoor Congress, through its Secretary, filed a written statement of the claims on behalf of the concerned workmen on 17th January 1964. The employers also filed their rejoinder on 6th April 1965.

3. The case of the concerned workman was that he was all along in the good book of the management for efficient work and in recognition of his efficiency and merits, he was appointed as a Wagon Loading Contractor by the management, in addition to his own duties of a machine loader, with a view to provide him opportunities to earn more money; that unfortunately since he became an active member and supporter of the Khan Mazdoor Congress he incurred the displeasure of the management and thereafter the management resorted to a series of unfair labour practices and pressure tactics to harass and victimise him for his Trade Union activities; that in May, 1963 he was suspended without any reasonable chargesheet and when he represented against this illegal and high handed action the officials expressed their helplessness to do any justice to him; that not being satisfied with this illegal and arbitrary action, the management terminated the wagon loading contract of the concerned workman with effect from 3rd July 1963 without any notice or justification to cause him monetary loss and bring him down to severe his connection with the Union; that he was chargesheeted by the management and he replied and the allegations were denied but as the chargesheet was not proved no action was taken against him; that he was again chargesheeted on 2nd August 1963 to which he replied and an enquiry was held, but in utter disregard of the principles of natural justice in that the concerned workman himself and his defence witnesses were thoroughly examined and cross-examined before any witness of the management was examined; that a perverse finding was given and he was dismissed by a letter dated 17th August 1963; that his dismissal was illegal and unjustified and should be set aside.

4. The defence of the management was that the dismissal was justified and was legal and not arbitrary after his misconduct was established at a proper enquiry; that it is not correct that the membership of a union is the relevant factor for dismissing the workman and that he had been punished for misconduct on various occasions prior to his dismissal from 17th August 1963; that the enquiry was fair and proper and it was held in presence of the concerned workman and he cross-examined most of the witnesses, but he refused to put his signature on the statements of such witnesses when requested by the Enquiry Officer to do so; that he examined defence witnesses, but he refused to sign their statements also and also his own statement; that the enquiry report was not perverse, but was fully supported by the evidence recorded at the enquiry on 13th August 1963 and, therefore, it cannot be challenged or set aside and, therefore, the concerned workman is not entitled to any relief.

5. At the hearing Sarvashri D. Narsingh, Advocate; D. N. Chatterjee, Chief Labour Officer; J. N. P. Sahi, Assistant Chief Labour Officer of the Company represented the management. Sarvashri Baban Lal, Advocate and Gopal Chandra Munshi, General Secretary, Khan Mazdoor Congress, represented the concerned workman Shri Ramsajiwon, who also was present in person before the Tribunal.

6. Both the parties filed documents, which, with mutual consent, were taken in evidence and marked as Exhibits. The documents filed by the management were marked Exts. M to M 32 and documents filed by the Union were marked Exts. W and W 1. None of the parties examined any witness. The hearing was concluded on 20th January 1966 and the award was reserved.

7. It will appear from the enquiry report dated 14th August 1963, Ext. M 1 of which the original Report is Ext. M 18, that four defence witnesses were examined and their statements are Exts. M 3, M 10, M 11 and M 12. Six witnesses were examined by the management out of whom four were cross-examined and the cross-examination of two was declined. The statements of the four witnesses for the management, who were examined and cross-examined by the concerned workman, are Exts. M 4, M 5, M 6 and M 7 and the statements of the remaining two witnesses of the management, who were examined and whose cross-examination was declined by the concerned workman, are Exts. M 8 and M 9. The enquiry report is dated 14th August 1963 and as stated above it is Ext. M 1. Ext. M whose original is Ext. M 17 is the chargesheet dated 2nd August 1963 in the present case and Ext. M 13 is a list of the previous five chargesheets and of these three chargesheets Nos. 3 to 5 have also been exhibited separately and are marked Exts. M 14, M 15 and M 16. It may be mentioned that Exts. M 17 to M 32 are the original records of the enquiry, and Exts. M. to M. 12 are true copies thereof.

8. On behalf of the concerned workman the main grounds on which the enquiry was challenged were:

(a) that first of all at the commencement of the enquiry the concerned workman was examined and cross-examined and thereafter his DWs were examined and cross-examined and thereafter the PWs were examined, and, therefore, the enquiry was vitiated; and

(b) that the enquiry report was prefatory inasmuch as no reason was given nor there was any reference to any witness nor there was any discussion of the evidence in support of the findings, which have simply been recorded without mentioning the evidence on which they were based. In support of this contention reliance was placed on two decisions of the Supreme Court, namely, *Khardah and Company Ltd. Versus Their Workmen* 1963(II)LLJ. 452 and *Powuri Tea Estate Versus Barkataki (M.K.) and others* 1965(II) LLJ. 102, 105.

9. It was further submitted by the learned Advocate appearing for the union that the concerned workman refused to sign because the statements were recorded in English and when he asked the Enquiry Officer to write those statements in Hindi or to allow his brother, Sobhnath, who is an Attendance Clerk in the said Company, to read, these two prayers were not allowed, and, therefore, he refused to sign even his own statement or the statements of even those prosecution witnesses, who were cross-examined by him. It was also contended that the Union raised the objection that the enquiry was vitiated because the concerned workman and DWs were examined and cross-examined and thereafter PWs were examined even at the stage when the matter was before the Conciliation Officer.

10. In reply to the above contentions it was contended by Shri Narsingh, on behalf of the management, that it is not correct to say that the concerned workman and his DWs were examined and cross-examined first and thereafter the PWs were examined. He further submitted that when the enquiry was held in presence of the concerned workman and he cross-examined four of the prosecution witnesses and declined to cross-examine the remaining two and also examined four defence witnesses, it was not open to the workman to say that the enquiry was not fair and proper.

11. Shri Narsingh further contended that the Enquiry Officer has recorded his findings *serially* and mentioned that the statements of the defence witnesses could not be accepted because they were contradictory, and, therefore, the mere fact that the Enquiry Officer has not demonstrated how the statements of DWs were contradictory did not vitiate his report. He, therefore, contended that the Enquiry and the Enquiry Report should be accepted as they were fair and proper and as such the dismissal of the concerned workman should be upheld.

12. From the original enquiry papers, which are Exts. M 17 to M 32, the facts, which have not been denied and controverted, are these:

The enquiry started on 13th August 1963 at 9-30 A.M. when the first person to be examined was the accused, namely, the concerned workman—Shri Rama-sajwan, who was cross-examined in great detail by the Enquiry Officer himself,

who was the Welfare Officer of the Company. The statement of the concerned workman and his cross-examination, which runs over three pages is Ext. M 22 (original)=Ext. M 2—(true copy). Thereafter, the same day the Defence Witness No. 1—Shri Ramdhari (M.C. Loader) was examined next and he was also cross-examined by the Enquiry Officer. The statement of DW No. 1 and his cross-examination are both Ext. M 23 (original)=Ext. M 3 true copy). After examining the accused, the concerned workman, and his Defence Witness No. 1 and cross-examining them PW No. 1=Ext. M 24=M 4; PW 2=Ext. M 25=Ext. M 5; PW 3=Ext. M 26=Ext. M 6; PW 4=Ext. M 27=Ext. M 7; PW 5=Ext. M 28=Ext. M 8; PW 6=Ext. M 29=M 9 were examined and out of these PWs Nos. 1, 2, 3 and 4 were cross-examined, whereas the cross-examination of PW 5 and PW 6 was declined by the concerned workman. After examining these prosecution witnesses 1 to 6 other Defence Witnesses were examined. DW No. 2, Dukhi (M.C. Loader No. 7 Pit), whose original statement is Ext. M 30=M 32; DW 3, Shankar (M.C. Loader)—Ext. M 31=M 11; DW 4, Ram Lakan (M.C. Loader)—Ext. M 32=Ext. M 12 were examined. It does not appear either from the original enquiry papers Exts. M 22 to M 32 or from the true copies Exts. M to M 20 that the Enquiry Officer examined the concerned workman again to give him an opportunity to explain the circumstances, if any, brought out against him by PWs 1 to 6, who were examined after the statement of the concerned workman had been recorded at the commencement of the enquiry. There is, therefore, no doubt that the objection of the union that the concerned workman was examined and thoroughly cross-examined in detail by the Enquiry Officer and his Defence Witness No. 1 was also examined and cross-examined first at the very commencement of the enquiry before examining any of the prosecution witnesses, who were examined after them, is perfectly correct and borne out by the original enquiry records of the case. There is no doubt that the accused has been seriously prejudiced by such an unusual procedure adopted by the Enquiry Officer in spite of the fact that such a procedure has been condemned by the Supreme Court as it will appear from the two decisions of the Supreme Court in *Meengals Tea Estate Vs. Its Workmen*, 1963 (II) L.L.J. 392, at page 394 and *Associated Cement Companies Ltd. Vs. Their Workmen*, 1963 (II) L.L.J. 396, at page 400. For these reasons I am of the opinion that the enquiry was not proper and fair and the principles of natural justice were violated and, therefore, it is invalid.

13. The enquiry report dated 14th August 1963 is Ext. M 18=Ext. M 1. From the enquiry report it would appear that the Enquiry Officer simply mentioned that six prosecution witnesses and four defence witnesses were examined and further that from the evidences available during the enquiry he recorded as many as five findings, but nowhere he has mentioned the evidence or discussed this nor demonstrated how that particular finding was supported by the evidence on the record. Even when referring to the defence witnesses he simply says that as the statements of the defence witnesses were contradictory, without mentioning how and which those statements were, cannot be accepted. The Tribunal is left to guess it as to how and why those statements are contradictory. Unless the Tribunal discusses and considers the evidence for itself in order to support the findings recorded by the Enquiry Officer it will be impossible on the basis of the report to say if the findings are based on evidence on the record. No reasons are given. As observed by His Lordship Galendragadkar, C.J., Chief Justice of India, in *Powari Tea Estate Versus Barkataki (M.K.) and others* 1965 (II) L.L.J. 102, at page 105,

"It is necessary to emphasize that domestic enquiries held against industrial employees must conform to the basic requirement of natural justice, and one of the essential requisites of a proceeding of this character is that when the enquiry is over, the officer must consider the evidence and record his conclusions and reasons therefor.....The report is document which will have to be closely examined by the industrial tribunal when a dispute, such as the present, is brought before it for its adjudication. The question has been considered by this Court in *Khardah and Co., Ltd. V. Its Workmen* [1963 (II) L.L.J. 452] as well as in *Balipara Tea Estate, Lokra, Assam V. Gopal Chandra Goswami* (Civil Appeal No. 872 of 1962 dated 11 November, 1963)."

In my opinion, therefore, the second objection of the union is also well founded and must be accepted and on this ground the report of the Enquiry Officer must be rejected.

14. If I had rejected the enquiry report but held the enquiry to be fair and proper, it was open to the Tribunal to consider the evidence given at the enquiry

for itself and to find out if the misconduct of the concerned workman had been established. Unfortunately in the present case the enquiry itself is vitiated by not following the elementary principles of natural justice. The management has not adduced any fresh evidence before the Tribunal at all, and, therefore, the Tribunal cannot possibly consider the evidence recorded at the enquiry stages in these circumstances and as such there is no evidence on the record on which the Tribunal can come to the conclusion that the dismissal of the concerned workman was justified.

15. For these reasons, I, therefore, hold that the domestic enquiry was not fair and proper and it violated the elementary principles of natural justice, and, therefore, it is invalid and no reliance can be placed on it and the enquiry report is also invalid as the Enquiry Officer does not consider the evidence and records his conclusion without giving reasons therefor, and, therefore, it must be rejected and as there is no other evidence before the Tribunal it is unable to come to the conclusion that the dismissal of the concerned workman was justified.

In Associated Cement Companies, Ltd., Vs. Their Workmen and another, 1963 (II L.L.J. 396) it was held by the Supreme Court that when the employer merely rested with making available to the Industrial Tribunal the record of the domestic enquiry against a concerned workman, without letting any evidence in support the allegation on merits and where the Industrial Tribunal comes to the conclusion that the domestic enquiry was vitiated by violation of justice, the award of the Industrial Tribunal directing reinstatement of the concerned workman with back wages must be held proper and justified. These observations support the case here.

In Khardah & Co., Ltd. Vs. Its Workmen, 1963(II) L.L.J. 452 it was held by the Supreme Court that the fact that the Enquiry Officer had not recorded his reasons for finding the workman guilty of the charges levelled against him vitiates the domestic enquiry.

16. The reference is, therefore, answered in favour of the concerned workman by holding that the dismissal of Shri Ramsajiwani, Machine Loader of Jealgora Colliery of Messrs East Indian Coal Co., Ltd. with effect from 17th August 1963 was unjustified and illegal and, therefore, it is set aside and he is reinstated to his previous job with full back wages from 17th August 1963 till the date of his reinstatement with continuity of service and all other benefits to which he may be entitled.

17. This is the award which I make and submit to the Central Government under Section 15 of the Act.

(Sd.) RAJ KISHORE PRASAD,

Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad.

[No. 2/68/63-LRII.]

New Delhi, the 16th March 1966

S.O. 895.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Sijua Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, Post Office Jealgora, District Dhanbad, and their workmen which was received by the Central Government on the 10th March, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

In the matter of a Reference under Section 10(1)(d) of The Industrial Disputes Act, 1947.

REFERENCE NO. 9 OF 1964.

PARTIES:

Employers in relation to the Sijua Colliery of M/s. Tata Iron and Steel Co., Ltd., P.O. Jealgora, Dist., Dhanbad.

AND

Their Workmen.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L.—*Presiding Officer.*

APPEARANCES:

For the Employers.—Sarvashri S. S. Mukherjee, Advocate and S. N. Singh, Legal Assistant.

For the Workmen.—Shri B. N. Sharma, President Congress Mazdoor Sangh, and the concerned workman Shri Ramautar *in person.*

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated 14th February, 1966.

AWARD

By its Order No. 2/2/64-LRII, dated the 22nd January, 1964, the Government of India, Ministry of Labour and Employment, referred to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947, an industrial dispute existing between the employers in relation to the Sijua Colliery of Messrs. Tata Iron and Steel Company Ltd., Jamadoba, Post Office Jealgora (Dhanbad), and their workmen in respect of the matters specified in the schedule attached to the reference which is reproduced below:

SCHEDULE

"Whether the action of the management of M/s. Iron and Steel Company, Jamadoba, Post Office Jealgora, in dismissing Shri Ramautar, Coal-field Recruiting Organisation miner from service in Sijua Colliery, was justified? If not, to what relief is the employee entitled?"

2. The management filed its written statement on 26th March, 1964, in which a preliminary objection was taken that the present dispute is neither supported by a substantial number of workmen nor by the workmen and as such it is an individual dispute and the employers are not aware if the concerned workman was a member of the union at all at the relevant time, and, therefore, the present reference was not legally maintainable. I will state the case of the management on the merits, if necessary, when I will deal with the merits, if the preliminary objection is overruled.

3. On behalf of the workmen a written statement was filed by Shri B. N. Sharma, President, Congress Mazdoor Sangh, on 6th May, 1964, in which *inter alia* it was stated that the Congress Mazdoor Sangh has been functioning in the said Sijua Colliery and the concerned workman was an active member and an office bearer of the Sangh for which reason he is disliked by the management. The defence of the union will also be stated, if necessary, when I deal with the merits of the case, if the preliminary objection is overruled.

4. The case was fixed for hearing on 30th August, 1965, when, at the instance of the union, the case was adjourned to 1st December, 1965, but subsequently it was adjourned to 17th December, 1965. But by mistake no order is recorded on 1st December, 1965 in the Order Sheet. The case was ultimately fixed on 22nd January, 1966, when it was again adjourned to 2nd February, 1966 at the instance of Shri B. N. Sharma, President of the union. On 2nd February, 1966, when the case was taken up, Sarvashri S. S. Mukherjee, Advocate, and S. N. Singh, Legal Assistant, appeared for the management and no one appeared for the union and even the concerned workman was not present nor Shri B. N. Sharma, who knew about the date and who signed on the Order Sheet dated 22nd January, 1966, appeared. After, therefore, waiting for one hour I proceeded with the case *ex parte.*

5. On behalf of the management documents filed with the written statement which were Annexures "A" to "D" were marked Exts. M to M 14 and no oral evidence was adduced by the management. After hearing arguments I, therefore, reserved my award. Subsequently, at 12-30 p.m., the same day on 2nd February, 1966, Shri B. N. Sharma turned up and filed a petition stating therein that due to puncture of the tyre of his motor car he could not reach in time. He further stated that the concerned workman was waiting outside, but as the case was not called out he did not go inside the Court. This ground was obviously untrue because if the concerned workman was present outside, he should have come inside the Court when he saw me coming to the Court as he did on the previous occasion. On this petition I issued notice to the management to appear on 14th February, 1966 to answer the petition and to reply, if necessary.

6. On 14th February, 1966 the management was represented as before and Shri B. N. Sharma appeared along with the concerned workman. Shri Mukherjee raised a preliminary objection, in reply to the petition of re-hearing filed by Shri Sharma, that the Tribunal has no jurisdiction to re-hear the case in view of Section 11(3) of the Act read with Rule 24 of the Industrial Disputes (Central) Rules, 1957. In support of his contention, Shri Mukherjee relied on a decision of the Supreme Court in *J. K. Iron & Steel Co. Ltd. Versus Iron & Steel Mazdoor Union and others*, 1956(I) L.L.J. 227.

7. Shri Sharma, in reply to the above contention of Shri Mukherjee, contend- ed that the Tribunal had inherent jurisdiction to re-hear when an award had not been made, and, therefore, there was no bar to the jurisdiction of the Tribunal in re-hearing the parties. On the preliminary objection raised Shri Mukherjee on 2nd February, 1966 that the present dispute was not an industrial dispute but an individual dispute because the concerned workman was not a member of the Congress Mazdoor Sangh on and before 13th November, 1963, when he was dismissed. Shri Sharma relied on the Membership Register for 1962-63 for Sijua Branch, which was filed in Reference No. 100 of 1963, and in which it was marked Ext. W 1 and it was re-marked in the present reference as Ext. W and relying on it it was contended by him that as the Tribunal held in Reference No. 100 of 1963 that this Register of Membership Ext. W1 there and Ext. W here was a genuine document, therefore, it must be held that Shri Ramautar became a member of the Congress Mazdoor Sangh on 10th January, 1963 long before his dismissal on 13th November, 1963 as will appear from Serial No 21 in the Register and as such the present dispute was an industrial dispute. To this, reply of Shri Mukherjee was that this Membership Register was a fabricated document because it will appear from Ext. M 14 dated 10th January, 1963, which is a letter sent by Shri B. N. Sharma to the Manager of the Colliery informing about the election of Office Bearers of the Congress Mazdoor Sangh of Bihar Branch of Sijua Colliery for 1963-64 that a meeting was held on 29th September, 1963 and at that meeting Shri Satya Narayan Singh was elected as Secretary and if that be the position how could he then sign on the Membership Register (Ext. W) on 10th March, 1963 because Shri Satya Narayan Singh has not given any date below his signature nor does it show that he signed on and after 29th September, 1963 and as such it must be held that the Membership Register is a fabricated document. Shri Mukherjee further said that Ext. M 14 was not filed in Reference No. 100 of 1963 and for that reason because of absence of evidence the Tribunal held that the said Register, which was Ext. W 1 in that case, was a genuine document, but that finding is not binding in the present reference when conclusive evidence has been produced to show that the said Membership Register, which has now been marked Ext. W in the present Reference, is a fabricated document. In support of his contention that the present dispute is an individual dispute Shri Mukherjee replied on a decision of this Tribunal in Reference No. 87 of 1963 in which award was given by me on May 27, 1965 and which has been reported as *Tata Iron & Steel Co. Ltd. Versus their Workmen*, (1964-65) 27 F.J.R. 482, in which all the cases relied upon by Shri Mukherjee have been dealt with in detail.

8. On the arguments presented before me by both sides, the two questions for determination are:

- (1) Whether the application dated 2nd February, 1966 filed by the union for re-hearing is maintainable? and,
- (2) Whether the present dispute referred for adjudication in the present reference is an individual dispute?

Findings

9. Re. (1):

It is true that the case was taken up *ex-parte* on 2nd February, 1966 for non-appearance of the union or the concerned workman, but no award was made on that date, and the award was reserved after hearing the arguments on behalf of the management, and immediately thereafter only half an hour later the union appeared and made an application for re-hearing the reference, but unfortunately by that time the representatives of the management had gone home and therefore, naturally, a date had to be fixed for hearing them in this matter. In these circumstances, I do not think the Tribunal is prohibited in re-hearing the matter at all.

10. Section 11(3) on which reliance was placed by Shri Mukherjee only lays down that the Tribunal shall have the same powers as are vested in a Civil Court under the Code of Civil Procedure, 1908, when trying a suit, in respect of the matters specified in Clauses (a) to (d) of Section 11. In my opinion, neither

Section 11(3) nor Rule 24 prohibit the Tribunal from re-hearing the matter in the circumstances mentioned above Court referred to above—1956(I) L.L.J. 227—and relied upon by Shri Mukherjee, also does not, in my opinion, assist him in any way. It says that "Tribunals are not Courts in the strict sense of the term though they have to discharge quasi-judicial functions and their powers are derived from the statute that created them and they have to function within the limits imposed there and to act according to its provisions. These provisions invest them with many of the "trappings" of a Court and deprive them of arbitrary or absolute discretion and power. They cannot act as benevolent despots and base their conclusions on irrelevant considerations and ignore the real questions that arise out of the pleadings of the parties." It is further laid down that the provisions of Industrial Disputes Act make it evident that "though these Tribunals are not bound by all the technicalities of Civil Courts, they must nevertheless follow the same general pattern." In my opinion, this decision nowhere says that in the circumstances as the present the Tribunal cannot entertain an application for re-hearing the reference when no award has been made. I therefore, reject the first objection.

11. Re. (2):

Regarding the preliminary objection that the reference itself is not maintainable on the ground that the present dispute is an individual dispute and not an industrial dispute, in my opinion, this objection is well founded for the reasons given by me in the case of *Tata Iron & Steel Co., Ltd. Versus Their Workmen* reported in 1964-65 27 F.J.R. 482, to which view I still adhere. In Reference No. 100 of 1963 the Membership Register for 1962-63 was marked Ext. W 1 in that case and as there was no evidence and as there was absence of any evidence on behalf of the management, I hold that *prima facie* this Membership Register does not appear to be a fabricated document and, therefore, I cannot hold that it has been written at one sitting and manufactured for the purpose of that reference. In the present reference, however, the management has filed a copy of the application sent by Shri B. N. Sharma, President, Congress Mazdoor Sangh on 1st October, 1963 to the Manager of the Colliery informing that the members of the Congress Mazdoor Sangh of Sijua Branch have unanimously elected the Office Bearers in a meeting held on Sunday 29th September, 1963 at 11 a.m. for the year 1963-64 and at that meeting Shri S. N. Singh was elected Secretary. From this letter it does not appear that the concerned workman Shri Ramautar was also elected an office bearer, because the President was authorised to nominate the names of the members of the Executive Committee. On the basis of Ext. M 14, therefore, it is plain that Sri Satya Narayan Singh was elected Secretary on 29th September, 1963 as there is no evidence to the contrary on behalf of the union to show that he was functioning as Secretary from before 29th September, 1963 and that he was Secretary also on 10th March, 1963. In the Register of Membership there are serial Nos. 1 to 205 beginning from 10th January, 1963 to 10th March, 1963. The counterfoil receipt book has not been filed. From the Membership Register it appears that the concerned workman Shri Ramautar whose Serial No. is 121 became a member on 10th January, 1963. It further appears that Shri Satya Narayan Singh signed this Register at the end after 10th March, 1963 as Secretary of the Congress Mazdoor Sangh. No date is given below his signature. It may, therefore, be taken that he signed it after 10th March, 1963 as there is no evidence to show that no worker became a member of this union after 10th March 1963 so as to suggest that Shri Satya Narayan Singh signed after being elected Secretary on 29th September, 1963. In the absence of any evidence to the contrary I have, therefore, no hesitation in holding on the basis of Ext. M 14 that the Membership Register Ext. W in the present case, which was Ext. W 1 in Reference No. 100 of 1963 is not a genuine document and that it has been manufactured by the union to support the case of the concerned workman and other workmen whose disputes had arisen or might arise.

12. It was contended on behalf of the union that the members must have been enrolled before election otherwise how there could be election on 29th September, 1963. That may be so, but the question is how could Shri Satya Narayan Singh elected Secretary on 29th September, 1963 sign on 10th March, 1963. It must be taken that he signed on 10th March, 1963 because there is no indication in his signature that he signed after 10th March, 1963 on 29th September, 1963 or otherwise. The union should have filed the counterfoil receipt to support the entries of the Membership Register but this was not done. It appears from the Register that Serial Nos. 1 to 138 became members on 10th March, 1963. Serial Nos. 139 to 181 became members on 10th March, 1963 and Serial Nos. 182 to 205 became members on 10th March, 1963. A look at the Register does show that the writings and the different columns are written with one ink and at the same sitting and with the same ink are also written the words "Secretary, Congress Mazdoor Sangh, Bihar, Sijua Branch". The signature of Shri Satya Narayan

Singh appears to be in deeper ink. The whole thing is very suspicious and that suspicion has not been removed so as to convince the Tribunal that even on Ext. M 14, Ext. W—Membership Register of Sijua Colliery for the year 1962-63 is a genuine document maintained in the ordinary course of business.

13. On the above finding, therefore, the concerned workman was not a member of this union on or before 13th November, 1963 when he was dismissed and as such the Congress Mazdoor Sangh had no jurisdiction to sponsor the present dispute of the concerned workman when he became a member of this union after his dismissal and as such the present dispute must be held to be an individual dispute and, accordingly, the present reference is incompetent.

14. For the reasons given above, therefore, I would answer the reference by holding that the reference is incompetent because it is in respect of an individual dispute which remained an individual dispute from the beginning till the end and it did not become an industrial dispute simply because it was sponsored by the union of which the concerned workman became a member after his dismissal simply because this union got it referred to this Tribunal and accordingly the reference is rejected as incompetent.

(Sd.) RAJ KISHORE PRASAD,

Presiding Officer,

Central Government Industrial Tribunal,
Dhanbad.

[No. 2/2/64-LR-II.]

New Delhi, the 18th March 1966

S.O. 896.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to Messrs Orissa Minerals Development Companies Limited, Nalda, P.O. Barbil, District Keonjhar and their workmen which was received by the Central Government on the 9th March, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 157 OF 1965

PARTIES:

Employers in relation to M/s. Orissa Minerals Development Co., Ltd., Nalda, P.O. Barbil, Dist. Keonjhar, (Orissa).

AND

Their Workmen.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

APPEARANCES:

For the Employers.—Shri O. P. Bhatnagar.

For the Workmen.—Shri J. R. Dash, General Secretary, Barbil Workers' Union.

STATE: Orissa.

INDUSTRY: Minerals.

Dhanbad, dated the 25th February, 1966

AWARD

By its Order No. 37/35/65/LRI, dated 25th September, 1965 the Government of India, Ministry of Labour & Employment, referred under Section 10(1)(d) of the Industrial Disputes Act, 1947, to this Tribunal for adjudication an industrial dispute existing between the employers in relation to M/s. Orissa Minerals Development Co. Ltd., P.O. Barbil, Dt. Keonjhar (Orissa) and their Workmen in respect of the matters specified in the schedule annexed to the reference which is reproduced below:

SCHEDULE

Whether the demands of the workmen of Messrs Orissa Minerals Development Company Limited, Nalda, P.O. Barbil, District Keonjhar

(Orissa), detailed below, are justified? If so, to what relief are the workmen concerned entitled and from which date?

- (i) The benefits of the revised interim recommendations of the Central Wage Board for Iron Ore Mining Industry published in the Gazette of India with the resolution and order of the Central Government each bearing No. WE-2(6)/64(1), dated, the 3rd September, 1964 should be extended to Sarvashri B. Das and J. K. Behera, Ferman.
- (ii) Sarvashri N. K. Chakravarty, G. B. Das, N. K. Gagraj and M. A. Khan, Clerk 'Cs' should be given the grade 'B' viz. 80—6—140—EB. and be fixed suitably in that grade.
- (iii) Sarvashri Sadasiva Behera and other Car/Truck Drivers who are senior to Sarvashri G. B. Singh and Amrit Mahato should be promoted to the post of Dumper Driver in the scale of Rs. 100—6—160—EB—8—200 and be suitably fixed in that grade.
- (iv) Shri Sukra Nag, Sardar 'B' should be given the grade of Sardar 'A' viz., 75—7½—150 and be suitably fixed in that grade with effect from the 1st January, 1965.
- (v) Shri Chintamoni Biswal, Ambulance Van Driver should be supplied with uniforms."

2. On 4th February, 1966 at the request of both the parties the case was fixed for hearing on 25th February, 1966 at Dhanbad.

3. On 25th February, 1966 both the parties filed a joint petition signed by Shri J. R. Dash, General Secretary, for and on behalf of the Barbil Workers' Union, and, by Shri O. P. Bhatnagar, for the Superintendent of M/s. Orissa Minerals Development Co. Ltd., and along with it also filed a Memorandum of Settlement dated 25th October, 1965, signed on behalf of the management by Sarvashri N. S. Claire, Superintendent, and, S. Dayal, Senior Welfare Officer and on behalf of the concerned workmen by Sarvashri J. R. Dash, General Secretary; K. C. Das, Vice-President and P. K. Kunar, Assistant Secretary, wherein the terms of compromise and Memorandum of Settlement were incorporated and jointly prayed that an award in terms of the said compromise be passed. The joint petition filed on 25th February, 1966 is marked Annexure "A" and the Memorandum of Settlement dated 25th October, 1965 is marked Annexure "B".

4. I have read the terms of the compromise and, in my opinion, they are quite fair and reasonable and in the interest of both the parties, and, therefore, the compromise is accepted and recorded.

5. The reference is accordingly disposed of in terms of the compromise (Annexure "B") and Annexures "A" and "B" are made parts of the award.

6. This is the award which I make and submit to the Central Government.

(Sd.) RAJ KISHORE PRASAD,
Presiding Officer,

Central Government Industrial Tribunal,
Dhanbad.

ANNEXURE "A"

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

REFERENCE No. 157/65

In the matter in relation to Messrs. Orissa Minerals Development Co. Ltd.,
AND

Their Workmen represented by Barbil Workers' Union (INTUC).

The humble petition of both the parties most respectfully sheweth:—

1. That, both the Management and the Union have come to an agreement on all the points covered in the terms of Reference.

2. That, we enclose herewith a copy of the agreement on the points covered in the terms of reference.

Hence both the parties pray that the Hon'ble Tribunal may be pleased, if necessary, after hearing the parties, to pass an award in terms of settlement, and for which act of your kindness, the parties will be duty bound and shall ever pray.

For and on behalf of
Barbil Workers Union

(Sd.) J. R. DASH
General Secretary.

For and on behalf of
M/s. Orissa Minerals Dev. Co.
Ltd.,

(Sd.) O. P. BHATNAGAR
For Superintendent.

ANNEXURE "B"

Memorandum of Settlement

BETWEEN

The Management of M/s. Orissa Minerals Development Co. Ltd.

AND

Their Workmen represented by Barbil Workers' Union, Barbil.

Representatives of the Management.

1. Mr. N. S. CLAIRE,
Superintendent,
M/s. Orissa Minerals
Development Co. Ltd.
2. Mr. S. DAVAL,
Senior Welfare Officer,
M/s. Orissa Minerals
Development Co. Ltd.

Representatives of the Workmen.

1. Mr. J. R. DASH,
General Secretary,
Barbil Workers' Union.
2. Mr. K. C. DAS,
Vice-President,
Barbil Workers' Union.
3. Mr. P. K. KUNAR,
Asstt. Secretary,
Barbil Workers' Union.

Short Recital of the Case

Whereas the above mentioned Union representing the majority of the workmen employed by the Company submitted a number of demands in respect of which conciliation was held by the Assistant Labour Commissioner, Jharsuguda on 23rd July, 1965 at Jharsuguda wherein the views of the parties were placed before the Assistant Labour Commissioner, who submitted his failure report vide letter No. COJ-10(77)/65, dated the 24th July, 1965.

The Government of India has referred by order of Reference No. 37/35/65/LRI, dated the 25th September, 1965, five of the issues numbered herein after as 1, 2, 3, 7 and 8 to the Central Government Industrial Tribunal, Dhanbad for adjudication.

In view of the present National Emergency, the parties decided to re-discuss the demands referred above with a view to settling the matters mutually if possible. After elaborate discussion, the parties reached an amicable settlement on all the issues (including the five items which have been referred to the Tribunal) contained in the Charter of demands.

Terms of Settlement

1. Alleged non-payment of interim increase to a few workmen—*Sri B. Das, J. K. Behera, J. B. Mahato, Sukra Nag.*

As the above workmen were employed in the Manganese Mines before the publication of the interim relief recommendations of the Iron Wage Board Award and as a reference is pending before the Central Industrial Tribunal, Dhanbad in respect of Bhadrashali Manganese Mine Workers, the Union agreed to withdraw the demand.

2. Alleged discrimination in payment of wages and in giving promotion in respect of Sarvashri N. K. Chakravarty, G. B. Das, N. K. Gagai etc.

The management explained that Shri N. K. Chakraborty and other Clerks are getting regular increments in the scale of pay in which they have been working and there has been no discrimination in matters of promotion as alleged by the Union. The Management stressed that seniority is not the only consideration in matters of promotion but the principle of efficiency-cum-seniority is taken into consideration and assured the Union representative that due consideration will be given to them. In view of this, Union agreed to drop the demand.

3. Alleged discrimination in giving promotion from car drivers to Dumper Drivers.

The Management explained that in promoting car drivers to dumper drivers, consideration is given to the greater skill which is required in the operation of dumpers and as such Sri G. B. Singh and Amrit Mahato were promoted as dumper drivers. The Union agreed to withdraw the demand.

4. Demand for promotion of Sri Basanta and Sri Biranchi.

The Management agreed to promote Sri Basanta as a Trainee Operator in the month scale of Rs. 86—6—110 from 1st July, 1965 and Sri Biranchi to be put as Trainee Operator on the daily rate basis of Rs. 1.22 p. fixed.

5. Promotion of Sri Banamali Mahato and Sri Satyaban working in the Central Hospital, Thakurani.

The Management agreed to promote the above workman as Senior Ward Attendants in the grade of Rs. 40—3—52 from 1st July, 1965 with a starting salary of Rs. 40 basic per month.

6. Non-grant of increment to Sri Jaganath Patra—Lab. Boy.

In view of his long service, Management agreed to grant Sri Jaganath Patra, Lab. Boy as a very special case, and without creating a precedent, an *ad hoc* increment of Rs. 3 per year retrospectively from 1st January, 1965. This would be in the nature of a personal pay.

7. Non-grant of increment to Sri Sukra Nag.

The Management explained to the Union that Sukra Nag is working in the grade of Sirdar 'B' i.e. Rs. 55—5—90—EB and had reached his maximum on 1st September, 1964. According to Indian Metalliferous Mines Regulation, he is required to pass Mates Certificate Examination before he would be put to higher grade. As Sri Sukra Nag has passed Mate's Certificate Examination, he is being given the next higher grade and thus the Management accedes to the Union's demand.

8. Sanction of uniform to Sri Chintamani Biswal, Ambulance Driver.

The Management agreed to give a uniform to Sri Chintamani Biswal.

On behalf of the Management

1. (Sd.) N. S. CLAIRE,
Superintendent. 25/10

2. (Sd.) S. DAYAL,
Senior Welfare Officer. 25/10

On behalf of the Workmen

1. (Sd.) J. R. DASH,
General Secretary.
25/10/65

2. (Sd.) K. C. DAS,
Vice President.
25/X/65.

3. (Sd.) P. K. KUNAR,
Asstt. Secretary.
25/X/65.

Dated Nalda,
the 25th October, 1965.

[No. 37/35/65-LR.]

New Delhi, the 19th March 1966

S.O. 897.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the South Busra's Pure Kujama Colliery, Post Office Jharia, District Dhanbad, and Messrs Central Kujama Coal Concern, Jharia, District Dhanbad, and their workmen, which was received by the Central Government on the 17th March, 1966.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
DHANBAD**

In the matter of a reference under Section 10(1)(d) of The Industrial Disputes Act, 1947.

REFERENCE NO. 136 OF 1965

PARTIES:

Employers in relation to South Busra's Pure Kujama Colliery, P.O. Jharia, Dist., Dhanbad and Messrs Central Kujama Coal Concern, Jharia, Dt., Dhanbad.

AND

Their Workmen.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

APPEARANCES:

For the Employers.—Shri S. S. Mukherjee, Advocate.

For the Workmen.—Shri Shankar Bose, Secretary, Colliery Mazdoor Sangh.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 19th February, 1966

AWARD

By its Order No. 1/7/65-LRII, dated 2nd September, 1965, the Government of India, Ministry of Labour and Employment, referred under Section 10(1)(d) of the Industrial Disputes Act, 1947, (hereinafter referred to, as "The Act") to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the South Buara's Pure Kujama Colliery and M/s. Central Kujama Coal Concern, Jharia, Dt., Dhanbad and their workmen in respect of the matters specified in the schedule annexed to the reference which is reproduced below:

SCHEDULE

I. Whether the action of the management of the South Buara's Pure Kujama Colliery, in terminating the employment of their workmen, whose names are given in Annexure "A", with effect from the 1st October, 1964 was justified? If not, to what relief are the workmen entitled?

II. Whether the ownership of the South Buara's Pure Kujama Colliery stands transferred in the name of Messrs Central Kujama Coal Concern, with effect from the 7th October, 1964? If so, whether or nor the workmen's demands—

- (i) that the change of ownership will not mean any break in their service,
- (ii) that their existing service conditions and facilities will be continued as before, and
- (iii) that the new ownership will be liable to pay the full unpaid dues of the workmen,

are justified? In either case, to what relief are the workmen entitled?

ANNEXURE "A"

| Sl. No | Name | Designation |
|--------|------------------------------------|---------------|
| 1 | Shri B.L. Dave | Supervisor |
| 2 | Shri Sadanand Singh | Cenl. Cooly |
| 3 | Shri Kailas Pandey | Mining Sirdar |
| 4 | Shri Rameshwar Mistry | Fitter |
| 5 | Shri Girja Shankar Singh | Pump Khalasi |
| 6 | Shri Udayman Singh | Fitter |
| 7 | Shri Moti Chand Singh | Pump Khalasi |
| 8 | Shri Shankar Bhanjey | Electrician |
| 9 | Shri Saha Bhar | Miner |
| 10 | Shri Chandra Bhar | " |
| 11 | Shri Rajpati Bhar | " |
| 12 | Shri Hari Bhar | " |
| 13 | Shri Bidhesnay Bhar | " |
| 14 | Shri Balkisun Bhar | " |
| 15 | Shri Bahaoon Chamar | " |
| 16 | Shri Sukhraj Kewat | " |
| 17 | Shri Mani Ram Chamar | " |
| 18 | Shri Indra Deo Bhar | " |
| 19 | Shri Tsjs Tam Kewat | " |

| Sl. No. | Name | Designation |
|---------|------------------------|--------------|
| 20 | Shri Sikhoo Bhar | Miner |
| 21 | Shri Sumar Bhar | " |
| 22 | Shri Badri Harijan | " |
| 23 | Shri Jivawan Harijan | " |
| 24 | Shri Murli Bhar | " |
| 25 | Shri Sukat Harijan | " |
| 26 | Shri Jagpati Harijan | " |
| 27 | Shri Panchoo Koiri | " |
| 28 | Shri Rabhuo Bhar | " |
| 29 | Shri Ramdeo Bhar | " |
| 30 | Shri Patiraj Bhar | " |
| 31 | Shri Rambali Bhar | " |
| 32 | Shri Raghunath Bhar | " |
| 33 | Shri Pati Bhar | " |
| 34 | Shri Dhanceshwar Bhar | " |
| 35 | Shri Syayama Bhar | " |
| 36 | Shri Sheonath Bhar | " |
| 37 | Shri Dukhi Harijan | " |
| 38 | Shri Jagannath Harijan | " |
| 39 | Shri Kunta Harijan | " |
| 40 | Shri Kumar Bhar No. 3 | " |
| 41 | Shri Sumar Bhar | " |
| 42 | Shri Murat Bhar | " |
| 43 | Shri Lochan Bhar | " |
| 44 | Shri Parbhunath Bhar | " |
| 45 | Shri Bhuloo Harijan | " |
| 46 | Shri Basdeo Bhuiyan | Trammer |
| 47 | Shri Sheolal Kewat | Miner |
| 48 | Shri Pujan Bhar | " |
| 49 | Shri Fulchand Bhar | " |
| 50 | Shri Sodar Bhuiyan | " |
| 51 | Shri Shankar Bhuiyan | " |
| 52 | Shri Jaishree Harijan | " |
| 53 | Shri Babulal Majhi | " |
| 54 | Shri Natha Bhar | " |
| 55 | Shri Banarsi Bhar | " |
| 56 | Smti Semli Kamin | " |
| 57 | Smti Lashmania Bhuiyan | Ash Kamin |
| 58 | Shri Sita Ram Sao | Trammer |
| 59 | Shri Banarsi Bhar | Miner |
| 60 | Shri Ch. Kumar Bhar | " |
| 61 | Shri Sukaloo Bhar | " |
| 62 | Shri Shaomuni Bhar | " |
| 63 | Shri Deonandan Nonia | " |
| 64 | Shri Fatigan Bhar | " |
| 65 | Shri Kanhai Bhar | " |
| 66 | Shri Shrinath Bhar | " |
| 67 | Shri Jadoo Rewani | Line Minstry |

| Sl. No. | Name | Designation |
|---------|--|---------------|
| 68 | Shri Bhudhu Bhar | Miner |
| 69 | Shri Bhagwat Bhar | " |
| 70 | Shri Bajoo Bhar | " |
| 71 | Shri Girdhari Bhar | " |
| 72 | Shri Ramlakhan Harijan | Line Cooly |
| 73 | Shri Senichar Bhuiyan | Trammar |
| 74 | Shri Dhanu Bhuiyan | " |
| 75 | Shri Lachhu Bhuiyan | " |
| 76 | Shri Bandhu Bhuiyan | " |
| 77 | Shri Agnu Bhuiyan | " |
| 78 | Smt. Sonwa Bhuani | Ash Kamin |
| 79 | Smt. Punia Bhuini | " |
| 80 | Shri Rameshwar Bhuiyan | Trammer |
| 81 | Shri Shri Sitabi Bhuiyan | " |
| 82 | Shri Karoo Bhuiyan (now dead)—His heirs are : (i) his son— <i>Jagdish Bhuiyan</i> , and (ii) his widow— <i>Panwa Bhuini</i> . | Miner |
| 83 | Shri Bisundhari Bhar | " |
| 84 | Smt. Chanmani Majhian | " |
| 85 | Shri Br. Hardeo Bhar | " |
| 86 | Shri Bhola Bhar | " |
| 87 | Shri Deonandan Bhar | " |
| 88 | Shri Sudama Bhar | " |
| 89 | Shri Hargobind Bhar | " |
| 90 | Shri Mang O Bhar | " |
| 91 | Shri Muneshwar Bhar | " |
| 92 | Shri Baleshwar Bhar | " |
| 93 | Shri Saroop Bhar | " |
| 94 | Shri Shri Jhagtoo Bhar | " |
| 95 | Shri Bisuni Harijan | " |
| 96 | Shri Bideshi Bhar | " |
| 97 | Shri Jhiloo Bhar | " |
| 98 | Shri Hardeo Harijan | " |
| 99 | Shri Sarif Harijan | " |
| 100 | Shri Balkisun Harijan | " |
| 101 | Shri Jagrup Bhar | " |
| 102 | Shri Shrinath Bhar | " |
| 103 | Shri Mangal Bhuiyan | Sweeper |
| 104 | Shri Parbhu Bhuiyan | " |
| 105 | Shri Lochan Bhuiyan | Loading |
| 106 | Shri Sheo Kumar Singh | Mining Sirdar |
| 107 | Shri Budhu Bhuiyan | Loading |
| 108 | Shri Sudarsan Singh | Munshi |
| 109 | Shri Mahadeo Bhar | Miner |

| Sl. No. | Name | Designation |
|---------|-----------------------|-------------|
| 110 | Shri Biswanath Pandey | On setter |
| 111 | Shri Shripati Bhar | Miner |
| 112 | Shri Gajadhar Bhar | " |
| 113 | Shri Suwa Bhar | " |

2. On 21st December, 1963, a written statement on behalf of South Busra's Pure Kujama Colliery was filed by their Constituted Attorney Shri P. M. Chauhan. On the same date, a separate written statement on behalf of the Central Kujama Coal Concern, P.O. Jharia, Dt. Dhanbad, was also filed by one of their Partners, Shri P. M. Chauhan. It may be mentioned that the written statement filed on behalf of the Central Kujama Coal Concern was signed by Shri P. M. Chauhan as Partner and the written statement on behalf of South Busra's Pure Kujama Colliery was signed by Shri P. M. Chauhan as Attorney.

3. On 29th January, 1966, a written statement on behalf of the concerned workmen was filed by Shri Shankar Bose, Secretary, Colliery Mazdoor Sangh, in the matter of termination of the services of 113 workmen concerned in this reference.

4. On 17th December, 1965, a petition dated 4th December, 1965, was received from four of the concerned workmen, namely, (1) Shrimati Lashmania Bhuiini, Serial No. 57, (2) Shrimati Panwa Bhuiini, widow and Shri Jagdish Bhuiian, son of the deceased workman Shri Karoo Bhuiian, Serial No. 82, (3) Smt. Sonwa Bhuiini, Serial No. 78, and (4) Shri Lachhu Bhuiian, Serial No. 75, of Annexure "A", referred to in the order of reference, stating that since raising of the dispute they voluntarily received a lump sum in full and final settlement of their claims upto this date, and, therefore, they have no existing dispute with the management of Pure Kujama Colliery of M/s. South Busra Coal Co., as they are working in other colliery, and, therefore, they requested the management to drop the proceedings pending before the Tribunal.

On receipt of this application as it was not signed by any officer of the union, or any officer of the management, I directed on 14th December, 1965, to put it up on 18th December, 1965, awaiting objection, if any from the union, which does not appear to have signed the compromise, but in spite of having received a copy of this application dated 4th December, 1965, which was received by the General Secretary, Colliery Mazdoor Sangh, as mentioned in the petition itself, no objection has been raised, but at the time of hearing Shri Shankar Bose objected to the compromise being recorded on the ground that due to pressure of the management this petition has been signed by the above four workmen only, and, therefore, it was not a bona fide petition of confession and as such the proceedings as against them also must continue.

5. The case of the South Busra's Pure Kujama Colliery in their written statement filed on 11th December, 1965, was that the management of the Colliery was unable to run it on account of heavy flooding of the underground working faces of the colliery resulting in the drawing of costly machineries which became thoroughly ruined beyond recovery and this irreparable loss of the property was also due to result of deliberate sabotage on the part of the workmen; that due to these unavoidable circumstances beyond the control of the management all the workings of the colliery had to be stopped sometime in May, 1964, and the management was constrained to terminate the services of all the workmen with effect from 1st October, 1964, by a notice dated 28th September, 1964, (Ext. W. 2); that, therefore, the termination of the services of the concerned workmen was justified.

6. Further defence of the management of the South Busra's Pure Kujama Colliery was that when the management was unable to restart the colliery, they entered into an agreement on 6th October, 1964, (Ex. M. 20) with the Partners of M/s. Central Kujama Coal Concern agreeing to sell the colliery, but the deed of sale could not be executed and registered without obtaining necessary consent and approval of the Government; that in the absence of a proper deed of conveyance the title of Pure Kujama Colliery has not been acquired by M/s. Central Kujama Coal Concern, and, therefore, by a power of Attorney dated 7th October, 1964, (Ext. M) the Partners of South Busra Coal Co., appointed and constituted the Partners of Central Kujama Coal Concern as their Constituted Attorney to

run the business of Pure Kujama Colliery for and on behalf of South Busra Coal Co., but it may be mentioned that the Constituted Attorneys have not yet been able to re-start the workings of the colliery till date. It was also alleged that some of the workmen had already taken their full and final dues to their full satisfaction regarding unpaid dues of the workmen, and applications have also been made under the P.W. Act, 1936, in the Court of Payment of Authorities at Ranchi and the said cases are still pending before the Authority concerned and as the workmen concerned in this reference have made applications individually to the Central Labour Court at Dhanbad under the Act they are not entitled to seek remedies from different authorities in respect of the same disputes, and, therefore, the workmen are not entitled to any relief.

7. The written statement filed on behalf of the Central Kujama Coal Concern on the same date, that is, 21st October, 1965, is to the same effect and its substance is the same, and, therefore, it is not necessary to repeat it.

8. The defence of the concerned workmen was that they are all permanent employees of Pure Kujama Colliery of M/s. South Busra's Coal Company commonly known as South Busra's Pure Kujama Colliery and have put long years of continuous service in their respective jobs, that when in or about the month of September, 1964, they came to know that the ownership of Pure Kujama Colliery of M/s. South Busra's Coal Company was going to be transferred to M/s. Central Kujama Coal Concern, who are owners of the Central Kujama Colliery, adjoining the Pure Kujama Colliery, they viewed with serious concern their future conditions of services and other interests and with that and in view brought the matter to the notice of the Regional Labour Commissioner (Central), Dhanbad, and of the Conciliation Officer (Central), Dhanbad on 25th February, 1964, by a letter dated 25th September, 1964, (Ext. W); that while the matter was pending before the Conciliation Officer, the management of the Central Kujama Coal Concern took possession of Pure Kujama Colliery from M/s. South Busra Coal Company effective from 7th October, 1964, when the colliery was a running concern by virtue of Registered Document dated 7th October, 1964, (Ext. M); that the collieries concerned, namely, Pure Kujama Colliery and Central Kujama Colliery were interconnected in the underground working and Pure Kujama Colliery was accessible from Central Kujama Colliery and vice versa, and the management of Central Kujama Colliery having obtained possession of Pure Kujama Colliery started mining operation and coal raising from the area of Pure Kujama Colliery through the interconnected passage by engaging men from Central Kujama Colliery and refused to employ the workmen of Pure Kujama Colliery; that the concerned workmen were not allowed to perform their respective duties nor any wages or salary was paid by the employers and the outgoing management of Pure Kujama Colliery served a general notice dated 28th September, 1964, (Ext. W. 2), but issued at a much later date, mentioning that services of all the workmen have been terminated with effect from 1st October, 1964, and mentioned in the notice that the management was unable to run the colliery on account of heavy flooding of costly machinery which was due to deliberate sabotage on the part of the workmen; that prior to that notice there was no charge of any act of sabotage against the workmen, nor was there any mention about the nature of the so-called sabotage or who did it and in the notice there is no mention of any offer of payment of notice pay or retrenchment compensation; that the notice dated 28th September, 1964, (Ext. W. 2) mentions that the mine has become unworkable and by a registered deed dated 7th October, 1964, (Ext. M.) the ownership is transferred to Central Kujama Coal Concern, who took possession and started working in raising coal; that, therefore, the concerned workmen submitted that the whole thing is *mala fide*, illegal and engineered by both the management with an ulterior motive to deprive the workmen of their legitimate dues and the employers deliberately and knowingly denied the workmen concerned of the benefits prescribed under Section 25F of the Act.

9. It may be mentioned at this very stage that Serial No. 82 Shri Karoo Bhuiyan is dead and his heirs are his widow Shrimati Panwa Bhuiyan and his son Jagdish Bhuiyan, both of whom had joined the petition filed on 4th December, 1965, as mentioned earlier.

10. The case was taken up on 17th February, 1966 when Shri S. S. Mukherjee, Advocate, represented both South Busra's Pure Kujama Colliery and Central Kujama Colliery and Shri Shankar Bose, Secretary, Colliery Mazdoor Sangh, appeared for the concerned 113 workmen.

11. Both the parties filed documents, which, with mutual consent, were taken in evidence and marked Exhibits. Documents filed by the management were marked Exts. M to M 20 and the documents filed by the workmen were marked

Exts. W to W 3. The union did not examine witness on behalf of the concerned workmen, but, on behalf of the management, one witness, namely, MW 1 Shri Nautam Lal, Assistant Manager of Central Kujama Colliery, was examined. It may be mentioned that neither the owner nor any partner nor the Manager nor any officer of the South Busra's Pure Kujama Colliery was examined on behalf of the management.

12. It would be useful to state at one place the material facts and documents with their exhibit numbers in chronological order and, therefore, I mention them as below:

25th September, 1964.—The Secretary of the Colliery Mazdoor Sangh sent a letter Ext. W to the Regional Labour Commissioner (Central), Dhanbad, regarding change of ownership in South Busra's Pure Kujama Colliery mentioning therein that they have come to know that South Busras Pure Kujama Colliery are giving up the ownership and M/s. Central Kujama Coal Concern are taking the same very shortly and the news of the change of ownership is being viewed with serious concern by the employees of South Busra's Pure Kujama Colliery and their apprehension is that their service conditions, continuity and length of service, existing privileges and facilities, etc., are in jeopardy, and, therefore, they requested to convene a joint conference of the incoming and outgoing managements and of their union in presence of the Regional Labour Commissioner and mentioned the names of the four Partners of the Central Kujama Coal Concern. Along with this letter Ext. W the Secretary, Colliery Mazdoor Sangh also enclosed a list of demands of the workmen of South Busra's Pure Kujama Colliery, which has been marked Ext. W 1.

28th September, 1964.—The management of South Busra's Pure Kujama Colliery issued a notice Ext. W 2 to all workmen of the colliery notifying that the management was unable to run the colliery on account of heavy flooding of the underground working places of the colliery resulting in the drowning of costly machinery which has been thoroughly ruined beyond recovery and mentioned further that this irreparable loss of property was also the result of deliberate sabotage on the part of the workmen, and, therefore, it was stated that due to unavoidable circumstances beyond the control of the management the management was constrained to terminate the services of all the workmen with effect from 1st October, 1964. By this notice (Ext. W 2) all workmen were notified that they should collect their legal dues from the management on any working day within the next fortnight.

6th October 1964.—On this date an agreement for sale Ext. M 20 was executed by the owners of Pure Kujama Colliery who were carrying on business as colliery owners in Co-partnership at Pure Kujama Colliery of South Busra's Pure Kujama Colliery in favour of M/s. Central Kujama Coal Concern, a Registered Partnership Firm carrying on business as colliery owners at Central Kujama Colliery, for a sum of Rs. 4,50,000. It may be mentioned that in this deed of agreement for sale Ext. M 20 there is no mention whatsoever anywhere that the said colliery cannot be run on account of heavy flooding of costly machinery which was due to deliberate sabotage on the part of the workmen as mentioned in Ext. W2 earlier. On the other hand in Para 8 of the said deed it is mentioned that the Vendors have handed over possession of the coal land and colliery and all the other properties hereby agreed to be sold to the purchasers and the purchasers shall carry on colliery works and mining operations therein with effect from the date of these presents and the Vendors shall have absolutely nothing to do with the same. It was further agreed that the Vendors shall immediately execute the deed of sale after obtaining the necessary certificate from the Government.

7th October 1964.—In accordance with the agreement in Para 8 of the deed of agreement for sale, (Ext. M. 20) a General Power of Attorney was executed on 7th October 1964 (Ex. M.) by the proprietors of Pure Kujama Colliery in favour of the management of Central Kujama

Coal Concern. In this power of Attorney also there is no where any mention that the mine was over-flooded by water and it was Un-workable, as made out in the notice (Ext. W2) issued on 28th September 1964.

- 10th October 1964.—On 10th October 1964, the General Secretary of Colliery Mazdoor Sangh sent a letter Ext. W3 to Shri Chandra Kant Kanji, Partner, South Basra's Pure Kujama Colliery, challenging the notice (Ext. W2) and saying that the workmen were not given proper notice and no notice in the prescribed manner was served on the appropriate Government and the way in which the decision of closure has been taken looks fishy indeed. It was further stated in the letter (Ext. W3) that the termination of services of the workmen concerned was not only unjustified but illegal as well, and, therefore, the workmen are entitled to their full wages since the first day of the termination.
- 19th March 1965.—On the letter of the union sent on 25th September 1964 (Ext. W) to the Regional Labour Commissioner the conciliation proceeding was started, but ultimately it ended in failure of conciliation, and, therefore, a failure of conciliation report was submitted on this date to the Chief Labour Commissioner (C), New Delhi.
- 16th September 1965.—The present reference was made by the Central Government.

Re. Q. No. I

13. In order to decide whether the action of the management of South Basra's Pure Kujama Colliery in terminating the services of all the 113 concerned workmen with effect from 1st October 1964 was justified, it is necessary first to decide whether the case put forward by the management that the services of these concerned workmen were terminated because on account of heavy flooding of the underground working places of the colliery the management was unable to run the colliery, as set out as a pretext for terminating the services of these 113 concerned workmen in the notice (Ext. W2), is correct. In other words, the first and foremost question which has to be decided first is whether the colliery has been closed down, as alleged by the management. If the closure of the colliery is found to be a fact and not a pretext and bona fide, then it will have to be decided whether the colliery was closed down "on account of unavoidable circumstances beyond the control of the employer", as alleged by the management in order to attract the Proviso to Section 25FFF(1) of the Act and to justify the action of the management in paying compensation not as provided by Section 25F(b) but by the Proviso to Section 25FFF(1) of the Act.

14. On the above question, as already mentioned, the management examined one witness—Shri Nautam Lal, MW1, Assistant Manager of Central Kujama Colliery as their witness. MW1 stated that the Central Kujama Coal Concern has not yet obtained the certificate of approval as required under Rule 46 of Mineral Concessions Rules, 1960, from the Government of India, and, therefore, the right of Pure Kujama Colliery has not been transferred to Central Kujama Coal Concern and till now South Basra Coal Co. are the owners of Pure Kujama Colliery. MW1 further stated that the South Basra Coal Co. gave notice to the workmen on 28th September 1964 Ext. W2 that on account of the flooding to the underground places the management terminated their services with effect from 1st October, 1964.

To a question put by the Tribunal the witness MW1 stated as below:

"To P.O.—The water rushed from underground and the arrangement of pumping out was not worked by the workers with the result that water got over flooded and thus mines became unfit for work. I had nothing to do with South Basra's Pure Kujama Colliery. What was handed over to Central Kujama Concern was the flooded Pure Kujama Colliery. I am in service in Central Kujama since 1961. As far as I remember the Pure Kujama was closed from May, 1964 (sometimes in May 1964). Some Pandey was the Manager of Pure Kujama Colliery when it was closed. I do not know his full name. The nominated owner of South Kujama Colliery was Shri Natwar Lal Ranchod Savaria. I had no hand in getting the Ext. M drafted and executed and therefore I cannot say what is there and what is not there. I cannot say which partner got this Ext. M drafted. My statement that the colliery was closed due to overflooding is based on my personal knowledge because I am seeing the mine since then."

MW1, therefore, is the only witness on behalf of the management to prove the case of the management that South Busra's Pure Kujama Colliery became incapable of being run on account of heavy flooding of the underground working places of the colliery. This witness MW1, however, does not mention about the drowning of costly machinery as alleged in the notice (Ext. W2), nor, does he mention that this alleged irreparable loss of property was also the cause of deliberate sabotage on the part of the workmen. It was contended on behalf of the management that the evidence of this witness is uncontroverted inasmuch as no witness was examined on behalf of the workmen to contradict the evidence of this witness, and, therefore, although MW1 is not and was never at any stage an employee of the Pure Kujama Colliery and no employee or owner or partner of Pure Kujama Colliery has been examined to prove the management's story of the colliery being over-flooded on the evidence of MW1 the management case of the colliery being overflooded and consequently closed down should be accepted. Let us, however, see how far the evidence of MW1 can be accepted.

15. The management, besides relying on the evidence of MW1, also relied on their notice dated 28th September 1964 (Ext. W2) given to all workmen of Pure Kujama Colliery in which it was notified that the management was unable to run the colliery on account of heavy flooding of the underground working places of the colliery resulting in the drowning of costly machinery which has been thoroughly ruined beyond recovery and further irreparable loss of the property was also due to the result of deliberate sabotage on the part of the workmen and that due to this unavoidable circumstances beyond the control of the management it has been constrained to terminate the services of the concerned workmen.

16. The question is can this case of the management be accepted as true in face of Exts. M and M 20? Let us now examine it. This notice (Ext. W 2) is given on 28-9-64 terminating the services of the workmen with effect from 1-10-64 on the ground that the colliery had become over-flooded and working of the colliery had become impossible. Nine days later on 6-10-64 the owners of the Pure Kujama Colliery, with which we are concerned in this reference, execute a deed for agreement of sale Ext. M 20 in respect of this very disputed colliery in favour of the owners of Central Kujama Coal Concern agreeing to sell the Pure Kujama Colliery for a sum of Rs. 4,50,000. In Para 8 of this deed (Ext. M 20) the owners of Pure Kujama Colliery mention that on this date, i.e. on 6-10-64, they handed over possession of the coal land and colliery and all other properties hereby agreed to be sold to the purchasers and the purchasers shall carry on colliery works and mining operations therein with effect from the date of these presents and the vendors shall have absolutely nothing to do with the same. In this deed of agreement for sale (Ext. M 20) there is no whisper anywhere about the colliery being over-flooded or any portion of the colliery being incapable of being run or worked. This is very important. Ext. M 20 alone entirely kills the case of the management and cuts across its case and prove to the hilt that the case set up by the management is deliberately false and concocted only to defeat the claim of the workmen concerned. Next day on 7-10-64 a power of Attorney, Ext. M, as required by Para 8 of the Agreement for Sale (Ext. M 20), is executed and in this Power of Attorney Ext. M also there is no mention whatsoever about the colliery being over-flooded or of the drowning of costly machinery or of deliberate Sabotage on the part of the workmen due to which the management suffered loss. There is no mention even therein that due to the facts mentioned in the notice (Ext. W 2) the management of Pure Kujama Colliery had terminated the services of these concerned workmen with effect from 1-10-64, that is only eight days before the execution of the deed of agreement for sale (Ext. M 20). In my opinion, on the face of Ext. M 20 and Ext. M, I feel no doubt in my mind that the evidence of MW 1 is most unreliable and cannot be accepted. The owners of Pure Kujama Colliery were conscious that if their employees or they were examined the truth will come out and they will be exposed and it will be found out that their evidence is false and, therefore, they chose to put forward MW 1 an Assistant Manager in respect of Central Kujama Colliery only as admitted by him. MW 1 is contradicted by Exts. M and M 20 and in face of those documents the evidence of MW 1 cannot be accepted.

17. There is another reason for rejecting the case of the management. Regulation 6 of the Coal Mines Regulation, 1957, is very important and most relevant on the question. It is to the following effect :

"6. Notice of abandonment or discontinuance.

(1) When it is intended to abandon a mine or seam or to discontinue working thereof for a period exceeding 60 days, the owner, agent

or manager shall not less than 40 days before such abandonment or discontinuance, give to the Chief Inspector and the Regional Inspector a notice stating the reasons for the proposed abandonment or discontinuance and the number of persons likely to be affected thereby:

Provided that when on account of unforeseen circumstances a mine is abandoned or discontinued before the said notice has been given or when without previous intention the discontinuance extends beyond a period of 60 days, the notice shall be given forthwith.

- (2) Notwithstanding anything contained in sub-regulation (1), when it is intended to abandon or discontinue for more than 60 days, any workings belowground over which is situated any property vested in the Government or any local authority or any railway or any building or permanent structure not belonging to the owner, the owner, agent or manager shall, not less than 30 days before the date of such abandonment or discontinuance, give notice of his intention to the Chief Inspector and the Regional Inspector.
- (3) When a mine or seam has been abandoned, or the working thereof has been discontinued over a period exceeding 60 days, the owner, agent or manager shall, within seven days of the abandonment or of the expiry of the said period, give to the Chief Inspector, the Regional Inspector and the District Magistrate notice in Form I."

From the above it is plain that when it is intended to discontinue working of a mine or a seam for a period exceeding 60 days, the owner, agent or manager shall, not less than 40 days before its discontinuance, give to the Chief Inspector and the Regional Inspector a notice stating the reasons of the proposed discontinuance or abandonment of a mine or seam as the case may be and the number of persons likely to be affected provided that when on account of unforeseen circumstances a mine is abandoned or discontinued before the said notice has been given or when without previous intention the discontinuance extends beyond a period of 60 days, the notice shall be given forthwith. No notice has been given under the proviso if it be assumed that the closure of the colliery was on account of unforeseen circumstances, as tried to be made out beyond the control of the management in the notice (Ext. W2). Why this mandatory provision of the law was not followed? Obviously because if such a notice would have been given the officer of the Department of Mines would have come and visited the colliery and found to its dismay and bewilderment that the colliery was in fact working. In my opinion, therefore, Regulation 6 completely negatives the case of the management.

18. It is not understood as to why there was an agreement for sale (Ext. M 20) and why there was a Power of Attorney (Ext. M) in respect of the mine which was over-flooded when actually it was not working as mentioned specifically in the notice Ext. W2. The parties to the agreement, namely, the Proposed Purchasers—Central Kujama Colliery—with their eyes open took this document and it cannot be said that they deliberately took the colliery, which was inundated. This fact, therefore, that the workmen have not examined any witness is quite immaterial, because on the face of Exts. M and M20, apart from Regulation 6 of the Coal Mines Regulations, 1957, the Tribunal cannot shut its eye to the reality of the situation and go to the length of accepting the false case of the management and of holding that the colliery was over-flooded and it had to be closed due to circumstances beyond the control of the management when in fact it is in a running condition as mentioned in Ext. M20.

19. For the reasons given above, I, therefore, hold that the reasons given in the notice (Ext. W2) for terminating the services of the concerned workmen with effect from 1st October 1964 are false and that the colliery in question was not at all inundated, but it was in working condition, and, as such, the termination of these concerned workmen was not at all justified. I would, therefore, answer the first part of Question No. 1 in favour of the workmen.

20. The second point with regard to the first question, on my finding that the action of the management of Pure Kujama Colliery in terminating the employment of the concerned workmen with effect from 1st October 1964 was not justified is, to what relief are they entitled? In my opinion, they were normally entitled to be reinstated to their previous jobs, but these workmen did not claim re-instatement either in their written statement or in their arguments before me. In the circumstances, it is not open to me to order their reinstatement at all against their wishes when they do not want it.

They claim that they are entitled to retrenchment compensation as provided in Section 25F, that is, retrenchment compensation equivalent to 15 days' average pay for every completed year of service or any part thereof in excess of six months under Section 25F(b) of the Act. The management, however, relied on the Proviso to Section 25FFF(i) and said that these workmen were entitled to retrenchment compensation only under the Proviso to Section 25FFF(i) and accordingly many of the workmen have been paid such compensation and receipts have been granted by them and in support of this assertion they filed receipts (Exts. M1, M2, M3, M5 to M15). The management also contended that many of these workmen have made Applications under Section 33(C) of the Act before the Central Government Labour Court, Dhanbad, as it will appear from Exts. M4 and M16. They further contended that some of them have applied also under Payment of Wages Act and made applications in the Court of Payment Authorities at Ranchi, and those proceedings are pending and, therefore, they are not entitled to any compensation under Section 25F of the Act.

21. Shri Mukherjee relied on a decision of the Supreme Court in Tea Districts Labour Association, Calcutta Versus Ex-Employees of Tea Districts Labour Association and another, 1960 (I) L.L.J. 802, in support of his proposition that the Tribunal cannot come to a finding that the closure was malafide, because the said finding would not be supported by any legal evidence and in a sense it would be opposed to the weight of the evidence on record, namely, oral evidence of MW1. In my opinion, that decision has no application to the facts of the present case, because what I have found is that the alleged closure was only a pretext and the plea of the closure was unreal and false in the sense that the colliery is actually continuing and must be held to continue to function in view of Exts. M20 and M, which prove beyond doubt that the imaginary closure of the colliery set up by the management must be treated as *non est* as the closure in fact has not taken place at all and as such the question of malafide of the closure does not arise in the present case. On the other hand, this decision supports the workmen that in the absence of the statutory notice under Section 25F(c) of the Act, which provides that notice in the prescribed manner should be served on the appropriate Government, which admittedly has not been done in the present case, the retrenchment must be held to be invalid.

22. The difference in phraseology within Section 25F and Section 25FFF as amended has been pointed out by the Supreme Court in Hathising Manufacturing Company Ltd., and others Versus Union of India and others, 1960 (II) L.L.J. 1 In that case it has been held by the Supreme Court that on the closure of an undertaking the workmen are undoubtedly entitled to a notice and compensation in accordance with Section 25F as they have been retrenched, that is, the workmen are entitled, besides compensation, to a month's wages in lieu of such a notice, but by Section 25FFF(1) termination of employees and the closure of undertaking without compensation or without serving notice or paying one month's wages in lieu of notice is not prohibited and, therefore, payment of compensation and payment of wages for the period of notice are not conditions precedent to the closure. In the instant case, no doubt in the notice (Ext. W2) the management has tried to make out a case under the Proviso to Section 25FFF(1) by saying that the colliery was closed down on account of unavoidable circumstances beyond the control of the employer, but this statement was made in the notice (Ext. W2) simply with a view to avoid payment of full compensation as envisaged by Section 25F(b) of the Act.

23. For the reasons given above, therefore, I hold that these concerned workmen, namely, Serial Nos. 1 to 81 and the son and widow of the deceased Shri Karoo Bhulya (Serial No. 82) and Serial Nos. 83 to 113 are all entitled to compensation in accordance with Section 25F(a) and (b) of the Act.

Re. Question No. II

24. The first part of the question, in view of Exts. M20 and M referred to before, must be answered in the negative by holding that the ownership of South Busra's Pure Kujama Colliery has not yet been transferred in the name of M/s. Central Kujama Coal Concern with effect from 7th October 1964, when only a Power of Attorney (Ext. M) was executed by South Busra's Pure Kujama Colliery in favour of M/s. Central Kujama Coal Concern in pursuance of Para 8 of the deed of agreement of sale dated 10th June 1964 (Ext. M 20). It may be mentioned, as rightly contended, that there could be no transfer unless, in view of Rule 46(1) of the Mineral Concession Rules, 1960, the transferee, namely, M/s. Central

Kujama Coal Concern hold a Certificate of Approval in Form 'A' from the State Government and unless they produce an Income-Tax Clearance Certificate in Form 'C' from the Income Tax Officer concerned. These two mandatory provisions of Rule 46(1) have not yet been complied with. Rule 48 provides that every transferee or assignee of a prospecting licence or a mining lease or of any right, title or interest therein, shall, within one month of such transfer or assignment, inform the State Government of the transfer or assignment and of the terms and conditions of such transfer or assignment. Admittedly no such information has been communicated to the State Government as required by Rule 48 of the Mineral Concession Rules, 1960. For these reasons, there has been no transfer of the ownership of South Busra's Pure Kujama Colliery to M/s. Central Kujama Coal Concern. The mere fact that a Power of Attorney has been executed by the South Busra's Pure Kujama Colliery in favour of M/s. Central Kujama Coal Concern to carry on the colliery work and other matters mentioned in the said document does not give the right of a owner to them. It must, therefore, be held that ownership of the South Busra's Pure Kujama Colliery has not been transferred in the name of M/s. Central Kujama Coal Concern with effect from 7th October 1964, obviously meaning by virtue of the Power of Attorney (Ext. M).

25. If that be so, the other sub-questions (i), (ii) and (iii) under Question No. II do not arise for decision, because unless there is a transfer of ownership and M/s. Central Kujama Coal Concern become owners of South Busra's Pure Kujama Colliery it cannot be said whether the workmen's demands mentioned in sub-questions (i), (ii) and (iii) have been disobeyed or not. I may, however, observe that so long as M/s. Central Kujama Coal Concern hold the Power of Attorney from South Busra's Pure Kujama Colliery they are not the owners of Pure Kujama Colliery and as such they have no power either to cause any break in the services or to break the continuity of services of any of these concerned workmen or to nullify or change their existing service conditions and facilities or discontinue them and as such the question that the new ownership will be liable to pay the full unpaid dues to the workmen does not arise at present unless the said colliery does not stand transferred in the name of M/s. Central Kujama Coal Concern by the execution of a Registered Sale Deed by South Busra's Pure Kujama Colliery in favour of Central Kujama Coal Concern after satisfying the requirements of Rules 46 and 48 of the Mineral Concession Rules, 1960.

I would, therefore, answer the first part of Question No. II in the negative and the second part by answering that the demands mentioned in sub-questions (i) to (iii) are quite premature as Central Kujama Coal Concern are not yet owners of South Busra's Pure Kujama Colliery, but they only hold Power of Attorney by virtue of Ext. M and as such they have no power to break the continuity of service of the concerned workmen or to discontinue their existing service conditions and facilities and they are not personally liable to pay unpaid dues of the workmen as long as they do not become transferees of the South Busra's Pure Kujama Colliery but they are certainly liable to pay the full unpaid wages of the concerned workmen due to them from the South Busra's Pure Kujama Colliery on behalf of them by virtue of Power of Attorney, which they hold from the owners of South Busra's Pure Kujama Colliery under Ext. M.

26. This is the award which I make and submit to the Central Government under Section 15 of the Act.

RAJ KISHORE PRASAD,
Presiding Officer,
Central Government Industrial Tribunal, Dhanbad.

[No. 1/7/65-LRII.]

(Department of Labour & Employment)

ORDERS

New Delhi, the 16th March 1966

S.O. 898.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bhankeri Stone Quarry of the Government of Rajasthan and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Jawan Singh Ranwat shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the action of the management in closing down Bhankeri Stone Quarry with effect from the 25th July, 1965, and consequent retrenchment of workers from the said date is legal and justified? If not, to what relief are the said workmen entitled?

[No. 36/30/65-LRI.]

New Delhi, the 17th March 1966

S.O. 899.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Babisole Colliery, P.O. Ondal, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

1. Whether the dismissal of the following workmen by the management of Babisole Colliery is justified

- (i) Shri Dudhnath Ahir, fireman.
- (ii) Shri Attarlal Mondal, Line Mistry.
- (iii) Shri Ananda Bose, Fitter helper.
- (iv) Shri Sheo Kumar, Line Mazdoor.

2. If not, to what relief are these workmen entitled?

[No. 6/4/66/LRIL.]

New Delhi, the 18th March 1966

S.O. 900.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Kurasia Colliery of the National Coal Development Corporation Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of the Kurasia Colliery, of the National Coal Development Corporation, in not promoting Shri Jagaram, Locomotive Fitter, to the post of Category IX, was as a measure of victimisation and was justified? If not, to what relief is the workman entitled to?

[No. 5/22/65-LRIL.]

S.O. 901.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Singareni Collieries Company, Limited, Kothagudium Collieries Post Office, Andhra Pradesh and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal, with Shri Mohammad Najmuddin, as the Presiding Officer, with Headquarters at Hyderabad, and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Considering the nature of duties, whether the action of the management of Singareni Collieries Company Limited, in not placing Shri K. R. Subrahmanyam, Telugu Stenographer in Grade I is justified?

If not, to what relief is he entitled and from what date?

[No. 7/10/66-LRII.]

S.O. 902.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Godhar Colliery of Messrs Godhar Colliery Company, Post Office Kusunda, District Dhanbad, and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of the Godhar Colliery of Messrs Godhar Colliery Company was justified in not allowing Shri Lachman Sonar, Mechanical Fitter, to resume duty with effect from the 25th May 1965? If not, to what relief is the workman entitled?

[No. 2/32/66-LRIL]

S.O. 903.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Patmohna Colliery, Post Office, Sitarampur, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, Whereas the Central Government considers it desirable to refer the said dispute for adjudication ;

Now, Therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Patmohna Colliery was justified in dismissing the following workmen from the dates mentioned against their names? If not, to what relief the said workmen are entitled ?

| Sl. No. | Name of the workers | | | | | Designation | Date of dismissal |
|------------|---------------------|-----------------------|---|---|---|-----------------|----------------------|
| 1 | Shri | Ramraj Kahar | . | . | . | Gate Man | 28-6-1965 |
| 2 | " | Jainath Chowdhury | . | . | . | Driller | 13-4-1965 |
| 3 | " | Lalan Chowdhury | . | . | . | S/Trammer | 27-3-1965 |
| 4 | " | Shew Bachan Chowdhury | . | . | . | Haulage Khalasi | 27-3-1965 |
| 5 | " | Triloki Nath Singh | . | . | . | Prop Mazdoor | 9-3-1965 |
| 6 | " | Dasarath Rajbhar | . | . | . | Miner | 28-5-1965 |
| 7 | " | Ramabhadra Gowala | . | . | . | Firceman | 1-9-1965 |
| 8 | " | Chandrik Saw | . | . | . | Trammer | 10-4-1965 |

[No. 6/96/65-LR. II.]

S.O. 904.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bhowra Colliery of Messrs Bhowra Kankanee Collieries Ltd., Post Office Bhowra, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed.

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the dismissal of the following Coal Cutting Machine Mazdoors by the management of the Bhowra Colliery of Messrs Bhowra Kankanee Collieries Ltd., with effect from the 9th February, 1965 was justified? If not, to what relief are these workmen entitled?

1. Shri Surendra Majhi.
2. Shri Lakhman Mahato.
3. Shri Bachcha Singh.
4. Shri Ramayan Mahato.
5. Shri Sheo Nandan Mahato.
6. Shri Mathura Singh.

[No. 2/62/65-LR.II.]

New Delhi, the 19th March 1966

S.O. 905.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Jealgora Colliery of Messrs East Indian Coal Company Limited, Post Office Jealgora, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed :

And, Whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, Therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of the Jealgora Colliery of Messrs East Indian Coal Company Limited was justified in dismissing the following workmen with effect from the 26th January 1964, by their letter dated the 16th January 1964 ? If not, to what relief are these workmen entitled ?

| Sl. No. | Name | Designation | E.B. No. |
|---------|-------------------------------|-------------|----------|
| 1 | 2 | 3 | 4 |
| 1 | Seomani | M.C. Loader | 7528 |
| 2 | Chhota Ramdeo | Do. | 12073 |
| 3 | Mewa Lal | Do. | 12424 |
| 4 | Jadunandan Rajdhari | Do. | 12101 |
| 5 | Ganesh | Do. | 12175 |
| 6 | Kuleswar | Do. | 15065 |
| 7 | Deoraj | Do. | 90324 |
| 8 | Kaijash | Do. | 15070 |
| 9 | Sagina | Do. | 92342 |
| 10 | Nibbul | Do. | 7635 |
| 11 | Ramchandra | Do. | 7737 |

| I | 2 | 3 | 4 |
|-------------------------|---------------|-------|---|
| 12 Jagardeo | M. C. Loader | 12380 | |
| 13 Surat | Do. | 91600 | |
| 14 Seopujan | Do. | 7362 | |
| 15 Nanoo | Do. | 5893 | |
| 16 Kishore | Do. | 1398 | |
| 17 Goberdhan | Prop. Mazdoor | 15607 | |
| 18 Chanderdeo | M.C. Loader | 5168 | |
| 19 Bishnath | Do. | 5825 | |
| 20 Bhikhi | Do. | 90013 | |
| 21 Bipat | Do. | 12411 | |
| 22 Hectoo | Do. | 12066 | |
| 23 Rameshwar | Shale picker | 15743 | |

[2-65/LRII.]

S.O. 906.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Burhar and Amlai Collieries Post Office Dhanpuri, Burhar, District Shahdol (Madhya Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication:

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

Whether the dismissal of the following workmen with effect from 9th June, 1964 was justified and if not to what relief are they entitled?

1. Shri Laxmi Chand Gupta.
2. Shri Sunney Edward.
3. Shri Kabool Singh S/o Amar Singh C.R.O., Miner Amlai Colliery.
4. Shri Jhillo S/o Biswanath C.R.O., Miner Amlai Colliery.
5. Shri Ramchandar S/o Puranwasi C.R.O., Miner Amlai Colliery.
6. Shri Baboo Lal S/o Kedar C.R.O., Miner Amlai Colliery.
7. Shri Ramkreet S/o Lachhan C.R.O., Miner Burhar No. 2.
8. Shri Ramlautan S/o Kanhai C.R.O., Miner Burhar No. 2.
9. Shri Jabahir S/o Parbhu C.R.O., Miner Burhar No. 2.
10. Shri Rambarn S/o Bikam C.R.O., Miner Burhar No. 1.
11. Shri Sita Ram S/o Mithu Das C.R.O., Miner Burhar No. 1.
12. Shri Moti Lal S/o Ram Lagan C.R.O., Miner Burhar No. 1.
13. Shri Jawahar Lal S/o Jagannath C.R.O., Miner Burhar No. 1.
14. Shri Durga S/o Sadaloo Das C.R.O., Miner Burhar No. 1.
15. Shri Somai S/o Gulley C.R.O., Miner Burhar No. 1.
16. Shri Ramnath S/o Ramdeen C.R.O., Miner Burhar No. 2.
17. Shri Chanderdeo S/o Ramsarn Siding Guard, Amlai Colliery.

[No. 5/1/65-LRII.]

S.O. 907.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Associated Cement Companies Limited, Nowrozabad and Kotma Collieries, Post Office Nowrozabad and Kotma respectively, District Shahdol, Madhya Pradesh and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, Whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

Whether the workers of the Kotma and Nowrozabad Collieries of the Associated Cement Companies Limited are entitled to profit sharing bonus for the years 1959-60, 1960-61, 1961-62, 1962-63 and 1963-64; if so, the quantum of such bonus?

[No. 5/3/66-LRII.]

S.O. 908.—Whereas the Central Government is of opinion that an Industrial dispute exists between the employers in relation to the Kothagudium Division Singareni Collieries Company, Limited, Kothagudium Collieries Post Office (Andhra Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed:

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal, with Shri Mohammd Najmudin as the Presiding Officer, with Headquarters at Hyderabad, and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Considering the nature of duties, whether the action of the management of Singareni Collieries Company Limited in not placing Sarvashri P. Seethaiah, M. A. Bhadraiah, G. Naga Mohan, in the monthly grade is justified?

If not, to what relief are they entitled?

[No. 7/12/66-LRII.]

S.O. 909.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Indian and Central Jharia Colliery, Post Office Jharia, District Dhanbad, and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management was justified in refusing work to the workers of the Indian and Central Jharia Colliery with effect from the 30th September 1965? If not, to what relief are they entitled?

[No. 2/149/65-LRII.]

S.O. 910.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Sodepur 9/10 Pits Colliery of Messrs Bengal Coal Company Limited, Post Office Disergarh, Burdwan and their workman in respect of the matter specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the dismissal of Shri S. D. Sau, Surveyor, Sodepur 9 & 10 Pits Colliery, by the management of Messrs Bengal Coal Company Limited was justified? If not, to what relief is he entitled?

[No. 6/104/64-LR.II.]

H. C. MANGHANI. Under Secy.

(Department of Labour & Employment)

New Delhi, the 11th March 1966

S.O. 911.—In exercise of the powers conferred by section 73 F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factories mentioned in the Schedule below in sparse areas in the State of Bihar, hereby exempts them from the payment of the employer's special contribution leviable under Chapter VA of the said Act until the enforcement of the provisions of Chapter V of that Act in those areas.

SCHEDULE

| Sl. No. | Name of District | Name of the area | Name of the factory. |
|------------|---------------------|------------------|--|
| 1 | Bhagalpur . . | Colgong | M/s. Annapurna Laghu Udyog. |
| 2 | Gaya . . | Bojh Gaya | M/s. Shri Vishnu Cold Storage, Village Amwar. |
| | | Jehanabad | M/s. Bihar State Road Transport Corporation. |
| 3 | Hazaribagh . . | Domchunch | M/s. Bihar Engineering Corp. |
| | | Helsa | M/s. Motor Repairing and Servicing Station, Patratu Thermal Power Station. |
| 4 | Muzaffarpur . . | Sita-Mari | M/s. Pilot Generating Str. |
| 5 | Patna . . | Fatwah | M/s. Snam Ltd., India Branch. |
| 6 | Shahabad . . | Arrah | M/s. Shahabad Cottage Industries Limited, Deo Ashram. |
| | | Nat | M/s. Durgaji Rice Mill. |
| 7 | Santhal Pargana . . | Rajmahal | M/s. Karan Pura Mining Corp. (Mint Minerals) Talghari. |

[File No. 6(24)/65-HI.]

S.O. 912.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factories specified in the Schedule below in sparse areas in the State of Orissa, hereby exempts the said factories from the payment of the employer's special contribution leviable under chapter VA of the said Act until the enforcement of the provisions of Chapter V of that Act in those areas.

SCHEDULE

| Sl. No. | Name of the District | Name of area | Name of the factory |
|------------|-------------------------|-------------------|---|
| 1 | Balasore | Balasore | M/s. Boards & Paper (P) Ltd. |
| 2 | Bolangir | Titilagarh | M/s. Titilagarh Tile making Co-op. Society Ltd., Rural Industrial Estate. |
| 3 | Cuttack | Bandhapatra | M/s. Pattamundai Panchayat Samiti Co-op. Society. |
| | | Krushnachandrapur | M/s. Kujang Panchayat Samity Tile Co-operative Society. |
| | | Gopalpur | M/s. Dwan & Co. |
| 4 | Ganjam | Gosani | M/s. Gurandi Co-operative Tile Factory Ltd. |
| | | Chhatrapur | M/s. Jayshree Chemicals Ltd. Fort Area. |
| 5 | Koraput | Chitrakonda | M/s. Automobile Garage Balimala Dam Project. |
| 6 | Mayurbhanj | Baripada | M/s. Baripada Panchayat Tile Industries Co-op Society Ltd. |
| | | Rairangpur | M/s. Rairangpur Panchayat Carpentry Industrial Co-Op. Society Ltd. |
| 7 | Puri | Itamati | M/s. Itmati Carpentry Co-op. Society Ltd. |
| 8 | Sambalpur | Burla | M/s. Chiplima Electrical Operation Hirakud Dam Project. |

[File No. 6(28)/65-HI.]

S.O. 913.—Whereas, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factory, granted exemption to M/s. Rajasthan Textile Mills, Bhiwani Mandi in the Bhiwani Mandi area of district Kotah, in the State of Rajasthan, from the payment of the employers' special contribution leviable under chapter VA of the Employees' State Insurance Act, 1948 until the enforcement of the provisions of Chapter V of the Act in that area vide notification of the Government of India, in the Ministry of Labour and Employment No. 6(74)/63-HI, dated the 17th February, 1964;

And whereas the Central Government is now satisfied that M/s. Rajasthan Textile Mills Bhiwani Mandi is not situated in a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby cancels the notification of the Government of India in the Ministry of Labour and Employment No. 6(74)/63-HI, dated the 17th February, 1964.

[No. F. 6(2)/66-HI.]

New Delhi, the 14th March 1966

S.O. 914.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts, having regard to the location of the factory in an implemented area, the Worli Dairy Bombay, an undertaking of the Government of Maharashtra under the Greater Bombay Milk Scheme, from the payment of the employers' special contribution leviable under Chapter VA of the said Act, for a further period upto and including the 4th January, 1967.

[No. F. 6(1)/65-HI.]

New Delhi, the 15th March 1966

S.O. 915.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factory in an implemented area, exempts the State Transport Department Central Works at Pappanamcode, (Kerala) from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a further period upto and including the 4th February, 1967.

[No. F. 6(6)/66-HI.]

S.O. 916.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 27th day of March, 1966, as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force) of the said Act, shall come into force in the area within the limits of Kolhapur Borough Municipality in Karvir Taluka District Kolhapur in the State of Maharashtra.

[File No. 13(3)/66-HI.]

New Delhi, the 16th March 1966

S.O. 917.—In exercise of the powers conferred by section 73F of the Employee's State Insurance Act, 1948(34 of 1948), the Central Govrnmnt, having regard to the location of the factories mentioned in the Schedule below in sparse areas in the State of Uttar Pradesh, hereby exempts them from the payment of the employers' special contribution leviable under Chapter VA of the said Act until the enforcement of the provisions of Chapter V of that Act in those areas.

SCHEDULE

| Sl. No. | Name of District | Name of the area | Name of the factory |
|------------|------------------|----------------------------------|--|
| 1 | Azamgarh | Mau Nath Bhanjan | M/s. Indian Chemicals Co. |
| 2 | Bijnor | Najibabad | M/s. Diamond Glass Works. |
| 3 | Etawah | Etawah | M/s. U.P. Govt. Roadways. |
| 4 | Mirzapur | P.O. Obra | M/s. Continental Construction Private Ltd. |
| 5 | Moradabad | Bahjoi | M/s. Crystal Internaional Glass. |
| 6 | Mujaffar Nagar | Khatauli | M/s. Khatauli Engg. Works. |
| 7 | Nainital | P.O. Haldi(Rudrapur) Haldwani | M/s. Pantnagar Farm Workshop. M/s. U. P. Govt. Roadways Workshop. |

[File No. 6(27)/65-HI.]

DALJIT SINGH, Under Secy.

(Dept. of Labour and Employment)

New Delhi, the 15th March 1966

S.O. 918./PWA/Ext./Air Services/66.—In exercise of the powers conferred by sub-section (5) of section 1, read with section 24 of the Payment of Wages Act, 1936 (4 of 1936), the Central Government hereby extends with effect from the 1st April, 1966, the provisions of the said Act, to the payment of wages to persons employed in air transport services, other than such services belonging to, or exclusively employed in the military, naval or air forces of the Union or the Civil Aviation Department of the Government of India, three month's notice of its intention of so doing having been given as required by the said sub-section (5) of section 1.

[No. 537/10/65-Fac.]

VIDYA PRAKASH, Dy. Secy.

(Dept. of Labour and Employment)

New Delhi, the 16th March 1966

S.O. 919.—In exercise of the powers conferred by section 4 of the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961) read with sub-rule (1) of rule 3 of the Iron Ore Mines Labour Welfare Cess Rules, 1963, the Central Government hereby appoints

(1) Shri Allum Karibasappa, M.L.A. Cotton Merchant, Mines Owner and Exporter, Gadigi Place Bellary (Mysore State), and

(2) The General Manager, Board, of Mineral Development, 46, Fair Field Road, High Grounds, Bangalore-1.

as members of the Advisory Committee for the States of Andhra Pradesh and Mysore to represent the interests of the Iron Ore Mines Owners of those States and makes the following amendment in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1187, dated the 25th March, 1964, published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 4th April, 1964, namely:—

In the said notification in the entries relating to Representative of the Iron Ore Mine Owners of Andhra Pradesh and Mysore:

- (a) against serial No. 5, for the entry "Shri R. R. Bhupati, Vice President, Mysore State Mine Owners Association, Narasimharaja Road, Bangalore," the entry "The General Manager, Board of Mineral Development, 46, Fair Field Road, High Grounds, Bangalore-1" shall be substituted;
- (b) against serial No. 6, for the entry "Shri V. V. Acharya Bellary District, Mine Owners Association, Hospet," the entry "Shri Allum Karibasappa, M.L.A. Cotton Merchant, Mine Owner and Exporter, Gadigi Place Bellary, (Mysore State)", shall be substituted.

[No. 17/4/65-MIDL.]

R. C. SAKSENA, Under Secy.

(Dept. of Labour and Employment)

New Delhi, the 16th March 1966

S.O. 920.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to M/s. A. B. Cursetjee and Sons Private Limited, Bombay, Messrs Vinsons, Bombay, Messrs Robinsons and Messrs Hill Son and Dinshaw Private Limited, Bombay and their workmen which was received by the Central Government on 5th March, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.
REFERENCE No. CGIT-34 OF 1965

Employers in relation to:

- (1) Messrs A. B. Cursetjee and Sons (Pvt.) Limited.
(2) Messrs Vinsons.
(3) Messrs Robinsons and
(4) Messrs Hill Son and Dinshaw (Pvt.) Limited, Bombay.

AND

The Sailing Ships Employees' Association.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

For the Employers.—Shri B. K. Dubash, Managing Director with Shri J. K. Desai, Personnel Officer, for Messrs A. B. Cursetjee and Sons Pvt. Ltd., Shri M. N. Gazdar, Secretary for Messrs Hill Son and Dinshaw (Pvt.) Limited with Shri D. A. Dhanjibhoy, Managing Director, Shri K. M. Jamadar, Labour Advisor and later K. H. Navani, Accountant for Messrs Vinsons and Messrs. Robinsons.

For the Workmen.—Shri K. K. A. Nair, General Secretary, the Sailing Ships and Barge Employees' Association, Bombay.

Dated at Bombay, this 3rd day of March, 1966.

INDUSTRY: Major Port.

STATE: Maharashtra.

AWARD

On the joint application of the parties above-named, the Central Government by the Ministry of Labour and Employment's Order No. 28/29/65-LR-IV, dated 15th of April, 1965, made in exercise of the powers conferred by Sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), was pleased to refer the industrial dispute between the parties above-named in respect of 18 demands forming the subject-matter of this dispute, as stated in the schedule of the said order, to me for adjudication.

2. After the parties had filed their written statements, protracted negotiations ensued between them in my presence for settlement of the dispute, and I am glad to state that at the hearing on 22nd February, 1966, the parties filed a joint application recording the terms of settlement reached between them. The parties have prayed that I should make an Award in terms of the said settlement. As I am satisfied that the said terms of settlement are, in the facts and circumstances of the case, fair and reasonable make an Award in terms thereof. A copy of the said joint application recording the terms of settlement is annexed hereto and marked Annexure 'A' and it shall form part of this Award.

No orders as to costs.

Sd./- SALIM M. MERCHANT,
Presiding Officer.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
BOMBAY.

REFERENCE No. CGIT 34 OF 1965

Employers in relation to (i) Messrs. A. B. Cursetjee & Sons Private Limited, Bombay, (ii) Messrs. Vinsons, Bombay, (iii) Messrs Robinsons, Bombay and (iv) Messrs Hill Son & Dinshaw (Private) Limited, Bombay.

AND

Their Workmen

(represented by the Sailing Ships and Barge Employees' Association).

May It Please the Tribunal,

The Parties to this reference have arrived at the following settlement and pray that an Award be made in terms thereof:—

Terms of Settlement

Demand No. 1.—Working Hours.—It is agreed that working hours shall be from 7 A.M. to 7 P.M. with hour's rest interval. It is further agreed that in the event of overtime worked beyond the said working hours the employers concerned in the above reference shall pay at the rate of 30 paise per hour or part of an hour for Laskars/Khalasis and at the rate of 40 paise per hour or part of an hour for Tindels. Watch duty to be paid at the overtime rates to two men per barge. Messrs. Hill Son and Dinshaw Private Limited will pay the above rates of overtime and will discontinue their present payment of flat rate of overtime.

Demand No. 2.—Basic Pay.—It is agreed that all employers concerned in the above reference shall introduce the following scales of wages, which effect from 1st November, 1965.

(a) Laskars/Khalasis.

Rs. 50—2—70—3—85.

(b) Tindels.

Rs. 60—2—70—3—100.

The interim relief of Rs. 7.80 will be added to the revised Awarded Basic Pay prior to their being fitted in the new grade.

3. It is agreed that the employees shall be stepped-up to the minimum or the next higher step in their respective scales of wages.

4. It is further agreed that if as a result of such stepping-up referred to above, any employee does not get any benefit, then in such event Laskars/Khalasis and Tindels shall be given one increment in their prescribed scales.

5. It is agreed that the difference which arises from the above shall be paid on or before 31st March, 1966.

Demand No. 3:—Dearness Allowance.—The present rates of Dearness Allowance paid by Messrs. A. B. Cursetjee and Sons (Private) Limited, and Messrs. Hill Son and Dinshaw (Private) Limited, Bombay are those prescribed by the Bonbay Stevedores' Association Limited. The said rates are as follows:—

| Basic Pay | Dearness Pay | Dearness Allowance |
|------------|--------------|--------------------|
| Rs. 1-50 | Rs. 35/- | Rs. 33/- |
| Rs. 51-59 | Rs. 45/- | Rs. 33/- |
| Rs. 60-100 | Rs. 45/- | Rs. 6c/- |

6. These rates of Dearness Pay and Dearness Allowance shall continue in force and shall be changed and revised from time to time as changed and revised by the Bombay Stevedores' Association Limited.

7. Messrs. Vinsons and Messrs. Robinsons also agree to pay Dearness Pay and Dearness Allowance at these rates and revise them as and when the same are revised by the Bombay Stevedores' Association Limited.

8. *Demand No. 4:—House Rent Allowance.*—This demand is not pressed.

9. *Demand No. 5:—City Compensatory Allowance.*—This demand is not pressed.

10. *Demand No. 6:—Provident Fund.*—It is agreed that the rate of contribution shall be 8 per cent of basic salary and Dearness Pay in the case of Messrs. Vinsons and Messrs. Robinsons, and they shall follow the directions of the Bombay Stevedores' Association Limited, in this behalf, as brought in force from time to time, and Messrs. A.B. Cursetjee and Sons (Private) Limited and Messrs. Hill Son and Dinshaw (Private) Limited, will continue their present schemes of Provident Fund.

Demand No. 7: Leave.

11. (a) *Sick Leave.*—It is agreed that the provision of leave shall be as those fixed by the Naik Award which are as follows:—

Privilege Leave.—21 days with pay and Dearness Pay and Dearness Allowance.

Casual Leave.—7 days with pay and Dearness Pay and Dearness Allowance.

Sick Leave.—7 days with full pay and Dearness Pay and Dearness allowance or 15 days on half pay and Dearness Pay and Dearness allowance.

12. It is agreed that privilege leave shall be allowed to be accumulated upto 42 days and sick leave shall be allowed to be accumulated upto 60 days.

Demand No. 8: Weekly Off and Holidays:—

13. (a) It is agreed that one day in every week shall be paid weekly off which shall be staggered and not necessarily on a Sunday.

14. (b) It is agreed that the employer shall give all the closed dock holidays as paid holidays to all its employees except the casual employees.

15. (c) It is agreed that if an employee is called to work on his weekly off or on a paid holiday, he shall be paid his normal wage (basic plus Dearness Pay and Dearness Allowance) for the day plus one day's additional wage (basic plus Dearness Pay and Dearness Allowance.)

16. *Demand No. 9:—Bonus.*—The present practice of giving the workmen covered by this reference, the same bonus as is paid to the other employees shall

17. *Demand No. 10: Payment of Monthly Emoluments.*—In view of the provisions of the Payment of Wages Act being in force this demand does not survive.

18. *Demand No. 11: Retrenchment.*—This demand is not pressed

19. *Demand No. 12: Medical Treatment.*—This demand is not pressed.

20. *Demand No. 13: Uniforms.*—It is agreed that each employer shall give each year to its permanent employees:—

(a) two sets of uniforms, each set to consist of one cotton half pant and one cotton half sleeved shirt; and

(b) One rain coat.

Tindels shall have the option of choosing an umbrella instead of a rain coat

21. *Demand No. 14: Acting Allowance.*—It is agreed that the employer shall pay acting allowance to every Laskar/Khalasi working as a Tindel for a whole day extra payment by way of officiating allowance-equivalent to 50 per cent of the difference between the starting pay for Lasker/Khalasi and the starting pay for the Tindel, and shall be entitled to overtime payment at the rate applicable for Tindels.

22. *Demand No. 15: Number of Workers in each Vessel.*—This demand is not pressed.

23. *Demand No. 16: Works Committee.*—Dropped by the Union.

24. *Demand No. 17: Shifting of Cargo.*—This demand is not pressed.

25. *Demand No. 18: Retirement age.*—Retirement age is 58 years.

26. The following gratuity scheme in force shall be continued.

Messrs A. B. Cursetjee and Sons (Pvt.) Limited and Messrs Hill Son and Dinshaw (Private) Limited, shall continue to pay gratuity according to their existing schemes of gratuity. Messrs. Vinsons and Messrs. Robinsons shall adopt the same scheme as of Messrs. A. B. Cursetjee and Sons (Pvt.) Limited, with effect from the date this Award comes into force.

27. It is expressly agreed that in view of this settlement no claim of whatsoever nature will be made on behalf of the workmen arising out of the recommendations of the Central Wage Board for the Port and Dock Workers.

28. Wherever the existing terms and conditions of service of any employee are better in respect of any demand or subject matter covered by this settlement, the same shall prevail.

Bombay, Dated this 22nd day of February, 1966.

Witness:

Sd./- SURYAKANT NARAYAN JUWARKAR.

(Sd.) K. K. A. NAIR,
General Secretary,
The Sailing, Ship and Barge Employees' Association.

Witness:

Sd./- M. A. GAGRAT.

For the Employers in relation to

(1) (Sd.) Messrs. A. B. Cursetjee and Sons (Private) Limited.

(2) (Sd.) Messrs. Vinsons, Bombay.

(3) (Sd.) Messrs. Robinsons, Bombay
and

(4) (Sd.) Messrs. Hill Son & Dins-
shaw, (Private) Limited.

Before Me,

(Sd.) SALIM M. MERCHANT,
Presiding Officer,
Central Government Industrial
Tribunal, Bombay.

[No. 28/29/65-LRIV.]

S.O. 921.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the Industrial dispute between the employers in relation to the members of Padav Bazar Association, Bombay and their workmen which was received by the Central Government on 5th March, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE No. CGIT. 31 of 1965

Employers in relation to the Members of the Padav Bazar Association, Bombay.

AND

Their Workmen

(represented by the Sailing Ships and Barge Employees' Association.)

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

For the Employers.—Shri M. A. Gagrat, Advocate with S/Shri G. Sultanall, President, Shri A. B. Patel, Honorary Secretary, and Shri N. B. Sethna, Member, Padav Bazar Association.

For the Workmen.—Shri K. K. A. Nair, General Secretary with Shri Sur-yakant Narayan, Joint Secretary, The Sailing Ships and Barage Employees' Association.

Dated at Bombay this 3rd day of March, 1966.

INDUSTRY: Major Port.

STATE: Maharashtra.

AWARD

On the joint application of the parties, the Central Government by the Ministry of Labour and Employment, Order No. 28/28/65-LR-IV, dated the 23rd of April, 1965, made in exercise of the powers conferred by Sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947) was pleased to refer the industrial dispute between the parties above-named in respect of 18 demands stated in the schedule to the said order.

2. After the parties had filed their written statements and the hearing had commenced, the parties held protracted negotiations for settlement in my presence and I am glad to state that they have reached a settlement as recorded in the joint application dated 22nd February, 1966, filed before me, a copy of which is annexed hereto and marked Annexure 'A'. The parties have prayed that an Award be made in terms of the settlement recorded in Annexure 'A'. In my opinion, in the facts and circumstances of the case, and the present position of the industry the terms of settlement must be deemed to be fair and reasonable I, therefore, accept the same and make an Award in terms thereof.

3. I cannot part with this reference without expressing my appreciation of the spirit of accommodation shown by the representatives of both parties, particularly by Shri K. K. A. Nair, the General Secretary of the Union, and by Shri M. A.

Gagrat, the learned Advocate for the Padav Bazar Association, and its office-bearers, who held the protracted discussion which resulted in this settlement.

No orders as to costs.

Sd./- SALIM M. MERCHANT,

Presiding Officer.

ANNEXURE 'A'

BEFORE SHRI SALIM M. MERCHANT, THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE No. CGIT 31 of 1965.

Employers in relation to the members of the Padav Bazar Association.

AND

Their Workmen represented by the Sailing Ship and Barge Employees' Association.

May it please this Hon'ble Court:

The parties to the above reference have arrived at the following settlement and pray that an award be made in terms thereof:—

Terms of Settlement.

Demand No. 1: Working Hours:

1. It is agreed that the working hours shall be from 7 A.M. to 7 P.M. with hour's rest interval. It is further agreed that in the event of overtime worked beyond the said working hours the employers concerned in the above reference shall pay at the rate of 25 paise per hour or part of an hour for Laskars or Khalasis and at the rate of 35 paise per hour or part of an hour for Tindels.

Demand No. 2: Basic Pay:

2. It is agreed that all employers concerned in the above reference shall introduce the following scales or wages with effect from 1st November, 1965.

- (a) Laskars/Khalasis Rs. 47—1—54—2—62.
- (b) Tindels Rs. 55—2—71.

3. It is agreed that the employees shall be stepped-up to the minimum or the next higher step in their respective scales of wages.

4. It is further agreed that if as a result of such stepping up referred to above, any employee does not get any benefit, then in such event in the case of Laskars/Khalasis he shall be given two increments in the prescribed scale in his existing basic wage and in the case of Tindels they shall be given one increment in the prescribed scale in his existing basic wage.

5. It is agreed that the difference which arises from the above shall be paid on or before 31st March, 1966.

Demand No. 3: Dearness Allowance:

6. It is agreed that Dearness Allowance shall be Rs. 55 per month at the consumer price index number of 530 (Old series) for the State of Maharashtra.

7. It is agreed that the interim relief of Rs. 15·30 P. given by this Hon'ble Tribunal's order dated 2nd August, 1965, in pursuance to the settlement reached between the parties hereto dated 29th June, 1965, shall be added to the Dearness Allowance of Rs. 55 agreed to above and it is further agreed that the Dearness Allowance shall be taken be Rs. 70·30 P. at the cost of living index at 550 (old series).

8. It is further agreed that for every 10 points rise above the said cost of living index number 550, employers shall pay at the rate of Rs. 2 and shall likewise deduct for fall of every such ten points below the cost of living index number 550 until the index number of 530 referred to above is reached which shall be the index number to which the minimum dearness allowance of Rs. 55 is linked.

9. It is also agreed that arrears due and payable as and from 1st November 1965 in respect of difference in Dearness Allowance shall be paid on or before 31st March, 1966.

10. It is further agreed that the neutralisation on the aforesaid basis of 10 points rise shall be effected upto cost of living index number reaches the figure of 600. It is also agreed and understood that in the event of any rise in the cost of living index over 600 points, there shall not be any neutralisation for any such rise on the basis agreed to above upto 31st December, 1966.

11. It is agreed that on and from 1st January, 1967, the employers shall pay at the rate of Rs. 2 for every 10 points rise in the cost of living index number if the same is above index figure of 600 points. For the purposes of the said payment, the ten points rise shall be taken on the cost of living index number for the month of November, 1966, and likewise for the deduction at the aforesaid rate upto the index number for the month of November, 1966.

Demand No. 4: House Rent Allowance:

12. This demand is not pressed.

Demand No. 5: City Compensatory Allowance:

13. This demand is not pressed.

Demand No. 6: Provident Fund:

14. This demand is not pressed.

Demand No. 7: Leave:

15. (a) *Sick Leave:*

It is agreed that the sick leave shall be 7 days in a year with full pay and dearness allowance to all permanent employees. It is agreed that if called upon by the employer the employees shall produce a medical certificate from a registered medical practitioner if he avails of sick leave for more than 2 days at a time. Sick leave will be allowed to be accumulated for a period upto 42 days.

16 (b) *Privilege Leave:*

It is agreed that the employers shall give privilege leave with full pay and dearness allowance at the following rates:

(i) 21 days privilege leave in the year, provided the workman has put in 240 days attendance in the previous year.

(ii) 14 days privilege leave in the year when the workman has put in 160 days attendance in the previous year.

(iii) the employee shall be entitled to accumulate privilege leave upto a period of 42 days.

(iv) application for privilege leave shall be made within the week before the date from which privilege leave is sought to be availed off.

17. (c) *Casual Leave:*

It is agreed that the employer shall give 7 days casual leave in a year with full pay and Dearness Allowance to its permanent employees. Casual leave to be availed of only for emergent and unforeseen circumstances. Casual leave shall not be allowed to be accumulated. Not more than 3 days casual leave shall be availed at a time without previous permission of the employer in writing. Casual leave shall not be allowed to be prefixed or suffixed to any holidays, weekly offs, or any other kind of leave without the previous permission of the employer.

Demand No. 8: Weekly off and Holidays:

18. (a) It is agreed that one day in every week shall be a paid weekly off which shall be staggered and not necessarily on a Sunday.

19. (b) It is agreed that the employer shall give all the closed dock holidays as paid holidays to all its employees except the casual employees.

20. (c) It is agreed that if an employee is called to work on his weekly off or on a paid holiday, he shall be paid his normal wage (basic plus Dearness Allowance) for the day plus one day's additional wage (basic plus Dearness Allowance).

Demand No. 9: Bonus:

21. It is agreed that for the year 1963-64 or such equivalent financial accounting year of the employers in this reference who have not paid any bonus for the said year shall pay bonus on the basis of Rs. 100 per Lighter/bag/padav to be divided in equal shares amongst its permanent employees on or before 31st March, 1966.

22. The demand for bonus for the year 1961-62 and 1962-63 or such equivalent financial year for the said years is not pressed.

23. All such permanent employees who were in the services of the employer concerned and who are eligible to the above bonus for the said year 1963-64 and not now in the service of the employer concerned, shall make an application in writing to the employer on or before 25th March, 1966, and the employer concerned shall pay such share to such ex-permanent employees for the said year in question on or before 31st March, 1966, and in the event of no such application being received by the employer by 25th March, 1966, the employer shall distribute the said amount of Rs. 100 as provided above amongst the remaining permanent employees entitled to the same.

Demand No. 10: Payment of Monthly Emoluments:

24. In view of the provisions of the Payment of Wages Act being in force this demand does not survive.

Demand No. 11: Retrenchment:

25. This demand is dropped.

Demand No. 12: Medical Treatment:

26. This demand is dropped.

Demand No. 13: Uniforms:

27. It is agreed that the employer shall give each year to its permanent employees:—

(a) two sets of uniforms, each set to consist of one cotton half pant and one cotton half sleeved shirt; and

(b) One rain coat;

Tindels shall have option of choosing an umbrella instead of a rain coat.

Demand No. 14: Acting Allowance:

28. It is agreed that the employer shall pay acting allowance to every Laskar/Khalasi working as a Tindel for a whole day extra payment by way of officiating allowance equivalent to 50 per cent of the difference between the starting pay for Laskar/Khalasi and the starting pay for the Tindel and shall be entitled to overtime payment at the rate applicable for Tindels.

Demand No. 15: Number of Workers in each Vessel:

29. This demand is not pressed.

Demand No. 16: Works Committee:

30. This demand is not pressed.

Demand No. 17: Shifting of Cargo:

31. This demand is not pressed.

Demand No. 18: Retirement:

32. It is agreed that the employers in the above reference shall introduce the following scheme of gratuity with effect from 1st January, 1966.

(a) In case of death, disability mental or physical incapacitating an employee to continue further in employment, gratuity shall be paid at the rate of 15 days basic wages for each completed year of service with a maximum of 15 months basic wages.

(b) In case of retirement or resignation or on superannuation on attaining the age of 58 years or termination of service gratuity shall be paid as follows:—

| Period | Rate |
|---|---|
| (i) Upto 5 years of service. | Nil. |
| (ii) From 5 years to 10 years of service. | 8 days basic wages for each completed year of service. |
| (iii) Over 10 years of service. | 15 days basic wages for each completed year of service with maximum of 15 months basic wages. |

Gratuity shall be paid at the rate of basic wage last drawn.

Six months or over shall be taken as completed year of service for the purpose of computing gratuity. In event of termination arising out of misconduct resulting in financial loss to the employer gratuity shall not be paid to the employee concerned to the extent of financial loss caused to the employer.

33. It is expressly agreed that in view of this settlement no claim of whatsoever nature will be made on behalf of the workmen arising out of the recommendation of the Central Wage Board for Port and Dock Workers.

34. Wherever the existing terms and conditions of service of any employee are better in respect of any demand or subject matter covered by this settlement, the same shall prevail.

35. Employer No. 35—Messrs. S. K. More & Sons shall under demand No. 1 herein pay overtime at the rate of 35 paise per hour or part of an hour for Laskars/and Khalasis and at the rate of 45 paise per hour or part of an hour for Tindels.

36. Employers No. 5 whose correct business name is M/s. Darabsha Cursetjee's Sons have agreed the same terms and conditions of service on all the demands herein as have been agreed to by the Employer Companies in Reference CGIT No. 34 of 1965 and they shall therefore be governed by the terms of settlement in that reference and the award in respect of this employer shall be in terms of the award in the said industrial dispute Ref. CGIT No. 34 of 1965.

Bombay, Dated this 22nd day of February, 1966.

Witness:

Sd./- SURYAKANT NARAYAN JUWARKAR.

Sd./- K. K. A. NAIR,
General Secretary,

The Sailing Ship and Barge Employees' Association.

Witness:

Sd./- M. A. GAGRAT,

For Padav Bazar Association.

Advocate for

Padav Bazar Association.

(1) Sd./- President.

(2) Sd./- A. B. PATEL,

Hon. Secretary.

(3) Sd./- N. B. SETHNA,

Member.

Before me,

Sd./- SALIM M. MERCHANT,

Presiding Officer,

Central Government Industrial
Tribunal, Bombay.

[No. 28/28/65-LRIV.]

New Delhi, the 19th March 1966

S.O. 922.—Whereas the Central Government is of opinion that it is necessary to enquire into the matter specified in the Schedule hereto annexed, being a matter which appears to be connected with or relevant to an industrial dispute between the employers in relation to the Calcutta port and other major ports in India and their workmen;

And whereas, the Central Government considers it desirable to refer the said matter to a Court of Inquiry;

Now, therefore, in exercise of the powers conferred by section 6 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes a Court of Inquiry with Shri Salim M. Merchant, Presiding Officer, Central Government Industrial Tribunal, Bombay, as the sole member and refers to it under clause (b) of sub-section (1) of section 10 of the said Act, the matter aforesaid.

SCHEDULE

To enquire into the terms and conditions of service of 'B' category workmen at the Calcutta Port and other major ports and having regard, inter-alia, to the Resolution of the Government of India in the Ministry of Transport and Communications (Dept. of Transport) No. 23-PLA(87)/58, dated the 20th July, 1958, on the report of the Officer on Special Duty appointed to enquire into the demands of Port and Dock Workers published in the Gazette of India Extraordinary Part I, Section I on the 21st July, 1958, to recommend to the Government, to what extent and in what manner the terms and conditions of service of the aforesaid 'B' category workmen should be improved.

[No. 28(92)/64-LRIV.]

S.O. 923.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Delhi in respect of an industrial dispute between the management of Concord of India Insurance Company Limited and their workmen which was received by the Central Government on the 14th March, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DELHI
PRESENT:

Shri Anand Narain Kaul, Central Government Industrial Tribunal, Delhi.

31st January, 1966

REFERENCE I.D. No. 3 OF 1964

BETWEEN

The Employers in relation to the Concord of India Insurance Company Limited.

AND

Their Workmen.

APPEARANCES:

Shri Bal Raj Arora—for the Management

Shri Khushal Singh—for the Workmen.

AWARD

By S.O. dated the 12th October, 1964, the Central Government has referred for adjudication to this Tribunal an industrial dispute existing between the employers in relation to the Concord of India Insurance Company Limited (to be referred to hereinafter as the company) and their workmen. The dispute as specified in the schedule annexed to the reference is as follows:—

“Whether the scale of pay and dearness allowance of the subordinate staff employed in the Concord of India Insurance Company Limited, New Delhi require any revision and, if so, to what extent and from what date?”

2. In response to the usual notices issued to the parties, the General Insurance Employees' Association, Northern Zone, New Delhi representing the workmen (to be referred to hereinafter as the Association) filed a statement of claim and the company filed a written-statement. Rejoinders were also filed by both the parties. It was agreed by the parties that the issue for adjudication will be the same as in the term of reference. The Association examined three witnesses in support of its case while the company examined four witnesses. Certain documents were also filed by the parties. I have heard the learned representatives of the parties namely Shri Madan Mohan for the Association and Shri Balraj Arora for the company and proceeded to record my findings on the issue corresponding to the term of reference.

Findings:

3. The Association's case as set out in the statement of claim is that the Company is a very old and well established Insurance Company in India being one of the top most insurers and has been making huge profits year after year, has been paying dividend at the rate of 20 to 25 per cent to its share-holders and this rate of dividend is not paid even by the biggest Insurance Companies in India. It has, therefore, enormous capacity to pay. The present dispute relates to three peons and one sweeper which is the sub-staff employed by the company. Although there is only a total of 19 employees employed at the New Delhi Branch of the company, the Branch Manager of the company is paid a total salary of Rs. 3,000 per mensem and is spending another 3,000 a month on account of other perquisites allowed to him. The clerical staff is also being paid good salaries ranging from Rs. 400 to Rs. 700 per mensem but the company is very conservative in payment of salaries to the members of sub-staff because the branch manager entertains personal prejudice against them. They are paid very poorly, their present pay-scale being Rs. 30—2—50—3—70—5—100. Besides the above, the sub-staff was paid a dearness allowance of Rs. 65 per mensem upto 31st of August, 1964. The allowance was, however, raised to Rs. 82 per mensem after the members of the sub-staff raised the present dispute and the matter was referred to the conciliation officer. From 1st of September, 1964 these employees are paid a total emolument of Rs. 112 per mensem at the start while the starting total emolument of a clerk is Rs. 80 plus Rs. 144 i.e. Rs. 224 per mensem. The disparity is, therefore, very great and unjustified. It is further stated that when the management failed to acknowledge the charter of demands submitted by the Association the demands were referred to the conciliation officer in May, 1964. During conciliation the management's representative proposed that they would extend to the New Delhi sub-staff the benefits of any settlement that might be arrived at in Bombay where the negotiations between the management and the Association on a similar charter of demands were going on. Consequently the Association's representatives agreed to wait and a settlement was arrived at whereby some demands were dropped, the demand in regard to working hours was conceded and the demands in regard to revision of pay-scales and dearness allowance were kept pending till a decision is arrived at in Bombay. On or about 11th August, 1964 a settlement was arrived at in Bombay introducing the following scale of pay for the sub-staff:—

Rs. 35—3—50—4—70—5—100—6—124.

The settlement further provides for the payment of dearness allowance at the rate of Rs. 95 p.m. subject to an increase or decrease of Rs. 10 for every rise or fall of 20 points respectively in the Consumer Price Index for Working Class in Bombay over the Index Group between 471—490. The settlement was given retrospective effect from 1st January, 1964. The Association then approached the management to extend the benefits of the settlement to the sub-staff at New Delhi but the latter did not even acknowledge the Association's letter. Following demonstrations at the office premises of the company and the intervention of the conciliation officer the management, under instructions from the Head Office voluntarily increased the dearness allowance to Rs. 82 per mensem and ultimately conciliation proceedings failed. The Association claims, for the sub-staff, a scale of pay as follows:—

Rs. 120—5—150—6—192—8—240.

The Association further claims dearness allowance at the rate of 1 per cent of the basic pay for every rise or fall of 1 point over the cost of living index figure of 100 with 1949 as Base Year. As the present index figure is 159, the workmen may be paid 59 per cent of their basic pay as dearness allowance. It is further claimed that the adjustment in the new Scales of pay shall be made on stage to stage basis as provided for in the Bank Award. In case the base year is not shifted from 1939 to 1949 as suggested by the Association its demand is that the pay-scale should be Rs. 60—5—150 and the dearness allowance should be Rs. 100 subject to an increase or decrease of Rs. 10 for every variation of 10 points over the Working Class Consumer Price Index for Delhi at 480. The revision is demanded with retrospective effect from the 1st January, 1964.

4. The company in its written statement while setting out the salary and dearness allowance being paid to the four members of the sub-staff has pointed out that they are being given, in addition, yearly bonus equal to three months' basic pay, that they are also entitled to the benefits of gratuity and provident fund and also provided with two sets of uniforms every summer and one set of warm uniform every winter. They are further entitled to medical aid free of cost. The other amenities provided are daily light refreshment like tea and biscuits and casual leave, sick leave and annual leave for 30 days with full pay. It is claimed by the company that the monthly remuneration and other benefits extended to the sub-staff compare favourably with the monthly remuneration and other benefits extended by any other insurance company to its sub-staff in Delhi. It is pointed out that during the conciliation proceedings, the Association was seeking to compare the company with other companies like Oriental and New India who were doing five to ten times the volume of business done by the company and that such comparison is wholly unjustified. It is stated that the dearness allowance is linked to the Bengal Chamber Working Class index and varies with the rise and fall in the cost of living index. The dearness allowance for the month of August, 1964 was Rs. 82 while for the months of September and October, 1964 it worked out to Rs. 83 and Rs. 94 respectively. The demand for revision of pay-scale and dearness allowance, according to the company, is wholly unjustified and unsustainable.

5. In its rejoinder the company has pointed out that any comparison between the pay of the top executives of the company and its peons is wholly irrelevant and meaningless. The only point for consideration is whether the sub-staff at Delhi is being paid equal to other insurance companies doing like business at Delhi. All references to the starting pay of the sub-staff are deceptive and have no correspondence to the reality, the fact being that every peon is getting around Rs. 150 per mensem in addition to a large number of other benefits already enumerated above. It is denied that the company has been making huge profits or that the management ever proposed or assured that any agreement entered into at Bombay would be extended to Delhi. It is only the sub-staff who, according to the company, has been awaiting the outcome of the dispute at Bombay.

6. In its replication the Association has pointed out that the present pay scale relating to sub-staff was introduced only in the year 1960. Prior to that year the pay-scale of the sub-staff was Rs. 10—1—30 and dearness allowance Rs. 49 per mensem. In regard to the benefits of provident fund and gratuity it is pointed out that they are now available to the employees of every Insurance Company and that the provident fund scheme was made applicable to the sub-staff only in September, 1960 although the scheme had been in existence in the company and was available to the officer and to members of the clerical staff even prior to that date.

7. In oral evidence the Association has examined WW1, Shri R. K. Mehra, an employee of the New India Assurance Company to prove a settlement arrived at in Bombay in November, 1961 which came into force with effect from 1st May, 1961. WW2, Shri Kaushal Singh an employee of the New Delhi branch of the respondent company who is group secretary of the Employees' Association has stated that the dearness allowance was raised to Rs. 82 in August, 1964, prior to which they were getting Rs. 65 per mensem. It is admitted that the management's representative during conciliation proceedings offered to pay dearness allowance in accordance with the Bengal Chambers Working Class Scale. WW3, Shri Madan Mohan, who is President of the Association, Northern Zone has referred to a settlement between the management of the Oriental Fire and General Insurance Company Ltd. and its workmen which he negotiated on behalf of the workmen. He has also referred to an award in a dispute between the Sterling General Assurance Company and its workmen and has sought to prove a settlement between the New India Assurance Company and its workmen's Federation. He has

to refer to the other aspect of his evidence at this stage. On behalf of the company MW1, Shri Ram Prakash Malhotra has proved a letter Ext. M/2 issued by the Delhi Office of the Northern India Zone of the British India General Assurance Company Ltd., giving particulars of the pay-scales, dearness allowance and bonus etc., paid by the company. MW2, Shri Her Prasad Garg is a Legal Assistant of the Ruby General Insurance Company Ltd. and has proved an award Ext. MW2/1, relating to the pay-scales of the subordinate and clerical staff of the company at Delhi, given by an Arbitrator on the 27th March, 1963. MW3, Shri K. K. Duggal, Officiating Manager of the New Zealand Insurance Company Limited, Delhi Branch has proved a letter Ext. M/3 issued by his office and also the balance sheet of the company. MW4, Sardar Upinder Singh is the Acting Branch Manager of the company and has attempted to prove the case of the company.

8. Before proceeding to determine the pay-scale and dearness allowance to be awarded to the sub-staff, it is necessary to record my conclusions regarding the paying capacity of the company. In this connection balance sheets for the years 1963 and 1964 Exts. MW4/1 and MW4/2 have been produced. It appears from these balance sheets that the Issued and Subscribed capital of the company is comprised of 2,70,000 ordinary shares of Rs. 10 each making a total of Rs. 27,00,000. Out of this the called up capital is Rs. 5 per share paid-up of which Rs. 2.50 only has been paid in cash and Rs. 2.50 for consideration other than cash. Thus the actual paid up capital is Rs. 13,50,000 of which half has been paid in cash. The profit and loss account for the year 1963 shows that after making a provision for taxation amounting to as much as 5,65,000, the net amount of profits amounts to Rs. 4,37,726. The profits before taxation, therefore, come to more than 10 lakhs. An amount of Rs. 1,75,000 was transferred to general reserve and the dividend declared for the year amounted to Rs. 2,70,000. In the year 1962, as shown by the same balance sheet, the net profits were Rs. 2,74,528 and the provision for taxation Rs. 3,20,000. The total profits before taxation, therefore, amounted roughly to Rs. 6 lakhs. For the year 1964 also after making a provision of Rs. 5,50,000 for taxation the net profits amounted to Rs. 4,91,064 and the total amount of profits before taxation would amount to about Rs. 10,41,000. During this year an amount of Rs. 2,40,000 was transferred to reserve for depreciation on investments and the dividend declared was again Rs. 2,70,000. This balance sheet also shows that the company has a general reserve of Rs. 7,00,000 and the reserve for depreciation on investments amounts to Rs. 7,25,000. The Funds and Accounts comprised of the fire insurance fund, accident and miscellaneous insurance fund and marine insurance fund come to a total of Rs. 56,16,089. According to the third page of the balance sheet the net premiums amount to Rs. 91,57,022 as follows:—

| | |
|---------------------------|---------------|
| Fire Revenue Account: | Rs. 39,55,802 |
| Accident Revenue Account: | Rs. 31,26,264 |
| Marine Revenue Account: | Rs. 20,75,156 |
| TOTAL | Rs. 91,57,022 |

The dividend declared for both the years was 20 per cent and in fact it was not denied during arguments that the company has been paying regularly a dividend of 20 per cent, which according to the Indian Insurance Year Book is one of the highest, excelled only by a few other companies such as the Hercules, Bhaba Marine, the Jai Bharat and the Triton which have been able to declare a higher dividend. It will thus be seen that the financial position of the company is undoubtedly very sound and there can be no doubt about its capacity to be able to meet the small additional burden that is likely to be imposed by the slight upward revision of emoluments of the workmen concerned that I am proposing. In evidence and during arguments a comparison was sought to be made of the position of the company with that of the New India Assurance and the Oriental Assurance Company. There can be no doubt that these two companies are premier companies in India and no useful purpose can be served by comparing the resources of the present company with these two companies. Suffice it to say that the resources of the respondent company are sufficient to meet the additional burden.

9. As to the demand for revision of the dearness allowance, the position, to my mind, is quite simple. According to the statement of claim itself, members of the sub-staff were getting a dearness allowance of Rs. 65 per month upto 31st of August, 1964. After the present dispute went into conciliation the management admittedly made an offer to link the dearness allowance with the Bengal Chamber Working Class Scale and unilaterally raised the dearness allowance to Rs. 82.

This is the rate at which the workmen concerned are being paid dearness allowance till today. Accordingly to the written statement of the company the dearness allowance for the month of September, 1964, under the Bengal Chamber Scale came to Rs. 88 and for the month of October it works out to Rs. 94. The dearness allowance, according to that scale, rises and falls with the rise or fall in the Working Class Cost of Living Index. The company, it is stated, did not enhance the dearness allowance beyond Rs. 82, in accordance with the Bengal Chamber Scale, because the dispute was opening in conciliation and was later referred to this Tribunal for adjudication. In any case the offer of linking the dearness allowance to the Bengal Chamber Working Class Scale stands and the same scale is now applicable to the clerical staff also. I see no reason why these four workmen of the sub-staff should be placed on a different pattern, in regard to the dearness allowance from the other and much more numerous members of the staff. The benefit to be derived by these workmen from this revision is quite considerable and I do not think it would be desirable to extend the Scheme of dearness allowance as contained in the recent settlement at Bombay to the sub-staff alone and create a disparity between them and the clerical staff.

10. In this connection I may also refer to the Association's allegation that during conciliation proceedings, the company gave an assurance to extend to the sub-staff at New Delhi the benefits of any settlement that might be arrived at in Bombay following the pending negotiations between the management and the workmen at Bombay. The correctness of this allegation was denied by the management in their written statement dated the 11th January, 1965, and, from the evidence, I am not convinced of the truth of the Association's allegation. The report of the conciliation officer Ext. M/1, dated the 24th September, 1964 and the enclosed minutes of proceedings of the meeting held on 23rd September, 1964 Ext. M/1A do not bear out the Association's allegation. In Para. 1 of Ext. M/1 it is only stated that, in regard to the demand of revision of dearness allowance and pay scale of the sub-staff the Association had agreed to await the decision to be arrived at in Bombay in a similar dispute which was under negotiations here. In Para. 2 of the same document it is further stated that, on the question of extending the benefits of the settlement arrived at in Bombay, to the sub-staff employed in New Delhi, the parties held divergent views and no settlement could be arrived at. In the document Ext. M/1A it is stated from, from C to D, on behalf of the management that they never gave any assurance, much less made any promise that any agreement that might be concluded at Bombay would be extended to Delhi. On a proposal to that effect was made by the Association but it was left at that. It also appears from the last Paragraph of this document that in 1960 the dearness allowance was only Rs. 45 per mensem and in the course of the preceding four years it was raised twice by Rs. 10 per mensem.

11. On the question of the pay-scale also, there is not much difficulty, to my mind. Under a settlement Ext. W/2 arrived at in Bombay on the 15th February, 1965 between the company and the workmen at Bombay the pay-scale of the sub-staff has been raised to Rs. 35—3—50—4—70—5—100—6—124 while the present pay-scale at New Delhi, as already stated above, is Rs. 30—2—50—3—70—5—100. According to the claim statement itself, after the settlement at Bombay was arrived at the Association approached the management to extend the terms of that settlement to the sub-staff at Delhi. This means that the Association was demanding the same pay-scale as has been allowed under the settlement to the members of the sub-staff at Bombay. The acceptance of this particular part of the claim of the Association by me is likely to entail only a small additional financial burden on the company and the rise in the case of each individual would also not be disproportionate. According to the present wage-structure of the sub-staff as given in the written statement, two of the peons were already getting Rs. 70 per mensem as basic pay on December, 8, 1964, one was getting Rs. 62 and the sweeper was getting Rs. 40 per mensem. Everyone of these is, therefore, getting much more than the minimum of the Bombay Scale and a slight stepping up will not strain the financial resources of the company which has a stable and assured future. In this connection it is necessary to point out that the present scale was introduced unilaterally by the management on 1st January, 1960, during conciliation proceedings connected with a previous dispute. The present dispute was raised in 1964. According to the chart Ext. W/1 filed by the Association the pay-scales of sub-staff in the Sterling General Insurance Company and the London and Lancashire Insurance Company are respectively Rs. 35—2—41—3—71—4—91—5—91 and Rs. 36—2—50—4—70—5—105. The scale now proposed to be introduced on the lines of the one in the Bombay settlement is in several respects better than the above two scales. According to the evidence of Shri Madan Mohan, WW3, the revision of the sub-staff scale, under the Bombay settlement has been from 35—2—55—3—70—5—100 to 35—3—50—4—70—5—100—6—124.

12. It will be seen that the pre-settlement scale in Bombay was almost the same as the existing scale at New Delhi excepting that the starting pay in the Bombay scale was higher by Rs. 5 only. It will, therefore, meet the ends of justice if the scale introduced in the Bombay settlement is made applicable to the sub-staff at Delhi also. The additional burden of the revision of the pay-scale now proposed by me is not likely to exceed Rs. 1,000 a year.

13. I accordingly direct that dearness allowance of the sub-staff will continue to be linked to the Bengal Chamber of Commerce Working Class Cost of Living Index with effect from 1st of August, 1964 and the workmen concerned will be paid arrears of dearness allowance which have accrued in accordance with that scale with effect from that date due to the rise in the Working Class Index from time to time as laid down in the Bengal Chamber Formula. I further direct that with effect from 1st January, 1965 the workmen concerned will be brought on to the scale of Rs. 35—3—50—4—70—5—100—6—124.

14. The adjustments will be as follows:—

- (i) If the basic pay of an employee as on 31st December, 1964 corresponds to any step in the revised scale then he will be fitted into the new scale at that stage and will be granted one additional increment with effect from 1st January, 1965.
- (ii) Where the basic pay of an employee as on 31st December, 1964 is not a step in the revised scale he shall be stepped up to the nearest step in the revised scale as from the 1st January, 1965.
- (iii) The next increment in each case will be drawn as from the 1st January, 1966 and so on. For illustration, an employee getting Rs. 70 as basic pay on 31st December, 1964 will be fitted into the revised scale at Rs. 75 after granting a special increment of Rs. 5 with effect from 1st January, 1965. The next increment of Rs. 5 will be granted to him on 1st January, 1966. Similarly if an employee was getting Rs. 62 as on 31st December, 1964 he will be fitted into the new scale at Rs. 66 after grant of a special increment of Rs. 4 in the revised scale with effect from 1st January, 1965 and his next increment on 1st January, 1966 will be Rs. 4. An employee drawing Rs. 40 as on 31st December, 1964 will be fitted into the new scale at Rs. 41 on 1st January, 1965 and his pay on 1st January, 1966 will be Rs. 44.
- (iv) Increments already granted to any employee before the award comes into force will be taken into account while ascertaining the difference to be paid.

I make an award accordingly.

(Thirteen pages)

The 31st January, 1966.

(Sd.) ANAND NARAIN KAUL,

Central Government Industrial Tribunal,
Delhi.

[No. 70(12)/64-LRIV.]

ORDERS

New Delhi, the 14th March 1968

S.O. 924.—Whereas the employers in relation to (1) M/s. Everett Steamship Corporation, Bombay (2) M/s. Malabar Steamship Company Limited, Bombay (3) M/s. Machinon Mackenzie and Company Private Limited, Bombay (4) M/s. National Steamship Company Limited, Bombay (5) M/s. Merchant Steam Navigation Company, Bombay (6) M/s. Scindia Steam Navigation Company, Limited, Bombay (7) M/s. Forbes Forbes Campbell and Company, Limited, Bombay (8) M/s. Killick Nixon and Company, Limited, Bombay (9) M/s. Ambica Steam Navigation Company, Limited, Bombay (10) M/s. New Dhole a Steamship Company, Bombay (11) M/s. South East Asia Shipping Company, Limited, Bombay (12) M/s. Bombay Steam Navigation Company, Limited, Bombay (13) M/s. Anchor Line Limited, Bombay (14) M/s. Great Eastern Shipping Company Limited, Bombay and their workmen represented by Transport and Dock Workers Union, Bombay have jointly applied to the Central Government for reference of an industrial dispute that exists between them in respect of the matter set forth in the said application and reproduced in the Schedule hereto annexed to a Tribunal;

And whereas the Central Government is satisfied that the said Transport and Dock Workers' Union represents a majority of the workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

SCHEDULE

Whether the employers listed herein are justified in not implementing the interim recommendations of the Wage Board for Port and Dock Workers as published vide Government of India, Ministry of Labour and Employment Resolution No. WB 21(13)/65 dated the 27th April, 1965 in respect of their employees at Bombay? If not, to what relief are the employees entitled to and from which date?

[No. 28/101/65-LR.IV.]

S.O. 925.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to M/s. Shantilal Kushaldas & Brothers, (2) M/s. Marmugao Navegadore Limited, (3) M/s. F. C. R. Machado, (4) M/s. Agencia Ultramarina Private Limited (5) M/s. Elesbaao Pereira and Sons, Marmugao and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

To what relief, if any, the winchmen of M/s. Shantilal Kushaldas & Brothers, Marmugao Navegadore Limited, F.C.R. Machado, Agencia Ultramarina Private Limited and Elesbaao Pereira and Sons, Marmugao, who were on strike from 19th November, 1964 to 26th January 1965, are entitled in respect of,

- (1) their past service upto 18th November 1964,
- (2) the wages and other benefits from 27th January 1965 to the date they joined "winchmen pool" of Marmugao Stevedores Association, and
- (3) their past accumulated leave.

[No. 28/14/66-LR.IV.]

S.O. 926.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to M/s. V. M. Salgaocar and Brothers Ltd., stevedores, Marmugao Harbour and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

SCHEDULE

(1) Whether the winchmen of M/s. V. M. Salgaocar and Brothers Limited, Marmugao, who were on strike from 19th November 1964 to 26th January, 1965 and who later joined the winchmen Pool of Marmugao Stevedores Association are entitled to any relief in respect of the following namely:—

- (1) Their past service upto 18th November, 1964;
- (2) Wages and other benefits from 27th January, 1965 to the date they joined winchmen pool of Marmugao Stevedores Association;
- (3) Past accumulated leave.

(2) If so, to what relief are the winchmen entitled?

[No. 28/9/66/LRIV.]

New Delhi, the 15th March 1966

S.O. 927.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to M/s. Madura Company Private Limited Cochin and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

SCHEDULE

- (1) Whether the Steamer Tally Clerks employed by Messrs Madura Company Private Limited, Cochin-1 are entitled to payment of bonus for the accounting year from 1st April, 1964 to 31st March, 1965? If so to what extent?
- (2) To what other reliefs are they entitled?

[No. 28(21)/66-LRIV.]

New Delhi, the 17th March 1966

S.O. 928.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Indian Insurance and Banking Corporation Ltd. and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri K.P.M. Sheriff shall be the Presiding Officer, with headquarters at Ernakulam and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

- I. Whether the ex-employees of the Indian Insurance and Banking Corporation Limited, Trichur whose names and designations are given below are entitled to payment of bonus in respect of the accounting year ending 31st December, 1964?

| | Name | Designation |
|-----|------------------------------------|-------------|
| 1. | P.L. Jose | Clerk. |
| 2. | P.K. Jose | Do. |
| 3. | L.P. Lonappan | Do. |
| 4. | C.A. John | Do. |
| 5. | C.A. Devassy | Do. |
| 6. | P.C. Jose | Do. |
| 7. | P. Krishnan Nair | Peon. |
| 8. | T.I. Jose | Do. |
| 9. | P.K. Narayanaswamy Rowth | Clerk. |
| 10. | P.N. Venkatarama Sharma | Do. |
| 11. | V.S. Desaradhan | Peon |
| 12. | S. Ramalingam | Do. |
| 13. | C.A. Jose | Clerk |
| 14. | V.P. Ouseph Unni | Cashier |
| 15. | T.R. Francis | Clerk. |
| 16. | N.L. Jose | Do. |
| 17. | M. Balakrishnan Nair | Peon. |
| 18. | T.B. Aboobacker | Do. |
| 19. | P.A. Antony | Cashier. |
| 20. | N.A. Sankaranatty | Do. |
| 21. | M.J. Joseph | Do. |
| 22. | M. Ramakutty | Peon |

| Name | Designation |
|------------------------|-------------|
| 23. T.D. Lazar | Peon. |
| 24. P.J. John | Clerk. |
| 25. C.J. Paul | Do. |
| 26. K.V. Mathew | Do. |
| 27. K.T. Thomas | Peon. |
| 28. K.A. Joseph | Do. |
| 29. E.D. Joseph | Clerk. |
| 30. M.K. Antony | Do. |
| 31. M.K. Joseph | Do. |
| 32. P.A. Jose | Peon |
| 33. N.P. Lonappan | Do. |
| 34. V.P. Devassy | Do. |
| 35. A.T. Pilouse | Do. |
| 36. M.K. Antony | Do. |
| 37. P.R. George | Clerk. |
| 38. N.C. Ittiachan | Peon. |
| 39. John P. Thottungal | Clerk. |
| 40. P.A. Thomas | Peon. |
| 41. P.G. Verghese | Do. |
| 42. T.V. Chakappan | Do. |
| 43. J.J. Parackel | Clerk. |
| 44. K.P. Mathew | Accountant. |
| 45. T.J. Thomas | Clerk. |
| 46. P.K. Devesayy | Do. |
| 47. P.D. Johnny | Cashier. |

2. If so, to what extent and to what other relief, if any are the said workmen entitled?

[No. 51(6)/66-LRIV.]

S.O. 929.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to M/s. Darragh Smail and Company (India) Ltd., Cochin-3 and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

SCHEDULE

Whether the steamer tally clerks employed by M/s. Darragh Smail & Company (India) Limited, Cochin-3 are entitled to payment of bonus under the Payment of Bonus Act, 1965 for the accounting year ending on 31st March 1965? If so to what extent and to what other relief, if any are they entitled?

[No. 28(36)/66-LRIV.]

CORRIGENDUM

New Delhi, the 21st March 1966

S.O. 930.—In the order of the Government of India in the Ministry of Labour and Employment No. S.O. 1488, dated 3rd May, 1965, published at page 1666 in Part II Section 3 Sub-Section (ii) of the Gazette of India dated 8th May, 1965 for the word 'driver' appearing in line 1 item 3 of that order read 'diver'

[No. 28/31/65-LRIV.]

S. A. SESHAN. Under Secy.

(Department of Labour & Employment)

New Delhi, the 18th March 1966

S.O. 931.—In exercise of the powers conferred by sub-section (3) read with sub-section (1), of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby appoints Shri T. Wise as a member of the Madras Dock Labour Board vice Shri A. R. Conway, resigned and makes the following amendment in the notification of the Government of India, in the late Ministry of Labour and Employment No. S.O. 310, dated the 14th January, 1966, namely:—

In the said notification, under the heading "Members representing the employers of dock workers and shipping companies" in item (3), for the entry "Shri A. R. Conway", the entry, "Shri T. Wise" shall be substituted.

[No. 624/3/66-Fac.]

CORRIGENDUM

New Delhi, the 18th March 1966

S.O. 932.—In the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 397, dated the 22nd January, 1966, published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated the 5th February, 1966,—

1. In paragraph 1 of the Draft Scheme, in the first line for "Madras" occurring between 'the' and 'Dock', read "Cochin".
2. In paragraph 2 of the Draft Scheme, in the first line for "Mormugao" occurring between 'the' and 'Dock', read "Cochin".

[No. 528/171/65-Fac.]

K. D. HAJELA, Under Secy.

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 9th March 1966

S.O. 933.—Whereas the Central Government is of the opinion that it is necessary to acquire the evacuee properties in the State of Punjab specified in the schedule below for a public purpose being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation of such persons.

Now, therefore, in exercise of the powers conferred by Section 12 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire, and hereby acquires the said evacuee properties (specified in the Schedule below).

THE SCHEDULE

| Sl. No. and Particulars of Evacuee Properties. | Name of the town and locality in which the evacuee property is situated | Name of Evacuee | Percentage of Evacuee |
|--|---|-----------------|-----------------------|
|--|---|-----------------|-----------------------|

| | | |
|----------------------|---------------------------|--------------------------|
| i. C-37 & C-38 . . . | Munshiwali Gali Faridkot. | S/Shri Bakshi and Budra. |
|----------------------|---------------------------|--------------------------|

[No. 29(1)/Comp. & Prop/66.]

A. G. VASWANI,
Settlement Commissioner and Ex-Officio
Under Secy.

MINISTRY OF PETROLEUM AND CHEMICALS

New Delhi, the 15th March 1966

S.O. 934.—Whereas by a notification of the Government of India in the Ministry of Petroleum & Chemicals S.O. No. 2777, dated 4th September, 1965 under sub-section (i) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Govt. declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And, whereas, the Competent Authority has, under sub-section (i) of Section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by Sub-section (4) of that Section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest on the date of publication of this declaration in the Indian Oil Corp. Ltd. free from all encumbrances.

SCHEDULE

| State—Bihar | District—Patna | Thana—Phatua. | Survey No. (Plot No.) | Extent in acre |
|-------------------------|------------------------|---------------|-----------------------------|-------------------|
| | Village with Thana No. | | | |
| Gobindpur Kartha No. 16 | . | . | 372 349 | 0.005 0.005 |

[No. 31(47)/63-ONG/OR Vol. 24/8-Pat.]

New Delhi, the 16th March 1966

S.O. 935.—Whereas by a notification of the Government of India in the Ministry of Petroleum & Chemicals S.O. No. 124 dated 24th December 1965 under sub-section (i) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Govt. declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And, whereas, the Competent Authority has, under sub-section (i) of Section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by Sub-section (4) of that Section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government, vest on the date of publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

State : Gujarat

Dist : Kaira

Taluka : Anand

| Village | Survey No. | Acre | Guntha | Sq. yds. |
|-----------------|--------------------|------|--------|----------|
| Anand | 816/1 | 0 | 4 | 60 |
| | 728/3 | 0 | 6 | 52 |
| | 728/2 | 0 | 6 | 52 |
| | 858 | 0 | 9 | 0 |
| | 857 | 0 | 10 | 57 |
| | 856/2 | 0 | 6 | 13 |
| | 856/3/2 | 0 | 4 | 60 |
| | 1017/1+2 | 0 | 10 | 73 |
| | 1017/4 | 0 | 0 | 100 |
| | 1017/3 | 0 | 5 | 17 |
| | 1018/1 | 0 | 2 | 69 |
| | 1019/1 | 0 | 5 | 17 |
| | 1021 | 0 | 6 | 52 |
| | 1022 | 0 | 5 | 95 |
| | 1023 | 0 | 7 | 96 |
| | 1025 | 0 | 5 | 17 |
| | 1032/2 | 0 | 6 | 91 |

[No. 31(41)/64-ONG/OR/VOL. I.]

V. P. AGARWAL, Under Secy.

MINISTRY OF EDUCATION

ARCHAEOLOGY

New Delhi, the 19th March 1966

S.O. 936.—Whereas the Central Government is of opinion that the ancient monument specified in the Schedule attached hereto is of national importance.

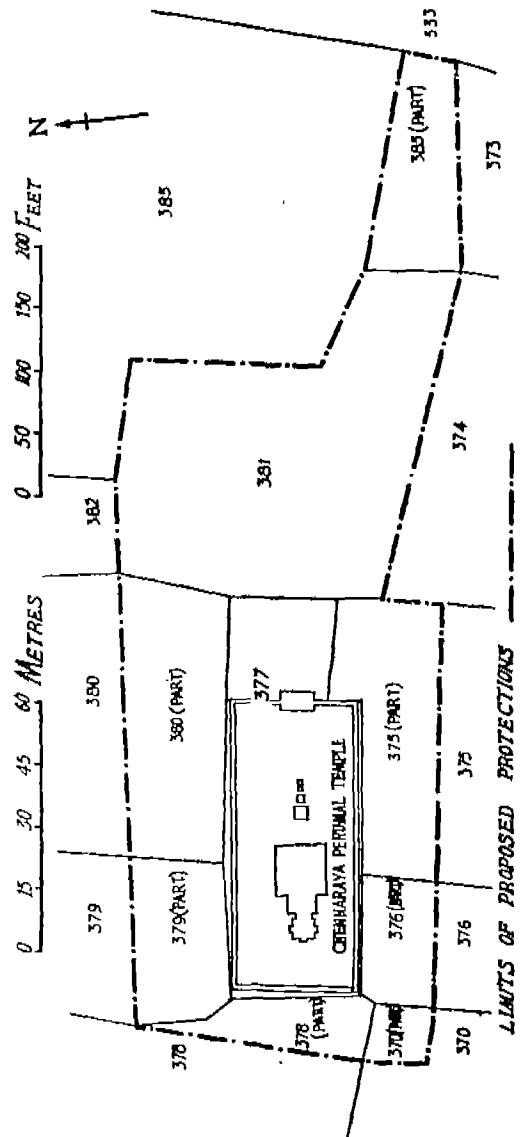
Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives notice of its intention to declare the said ancient monument to be of national importance.

Any objection made within two months from the date of issue of this notification by any person interested in the said ancient monument will be considered by the Central Government.

THE SCHEDULE

| SL No. | State | District | Tehsil | Locality | Name of monument | Revenue plot number to be included under protection. | Area | Boundaries | Ownership | Remarks |
|--------|--------|----------|-------------|--------------|--|---|-------------------|--|--|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| I | Madras | Salem | Dharma-puri | Adamancottah | Chennarayapernarumal temple together with adjacent land comprised in survey plot Nos. 377, 381, part of survey plot Nos. 379, 380, 385, 375, 376, 370 and 378 as shown in the plan reproduced below. | Survey plot Nos. 377, 381, part of survey plot Nos. 379, 380, 385, 375, 376, 370 and 378 as shown in the plan reproduced below. | 3 acres 38 cents. | North: Survey plot No. 382 and remaining portion of survey plot Nos. 385, 380 and 379. East: Survey plot No. 533. South: Survey plot Nos. 373, 374 and remaining portion of survey plot Nos. 376 and 370. West: Remaining portions of survey plot Nos. 370 and 378. | Survey plot Nos. 377 and 381—Government owned and remaining under private ownership. | |

SITE PLAN OF CHENNARAYAPERUMAL TEMPLE AT ADAMANCOTTAH



LIMITS OF PROPOSED PROTECTION AREA

[No. F. 4-2/66.C.1.]

S.O. 937.—Whereas the Central Government is of opinion that the archaeological site and remains specified in the Schedule attached hereto is of national importance.

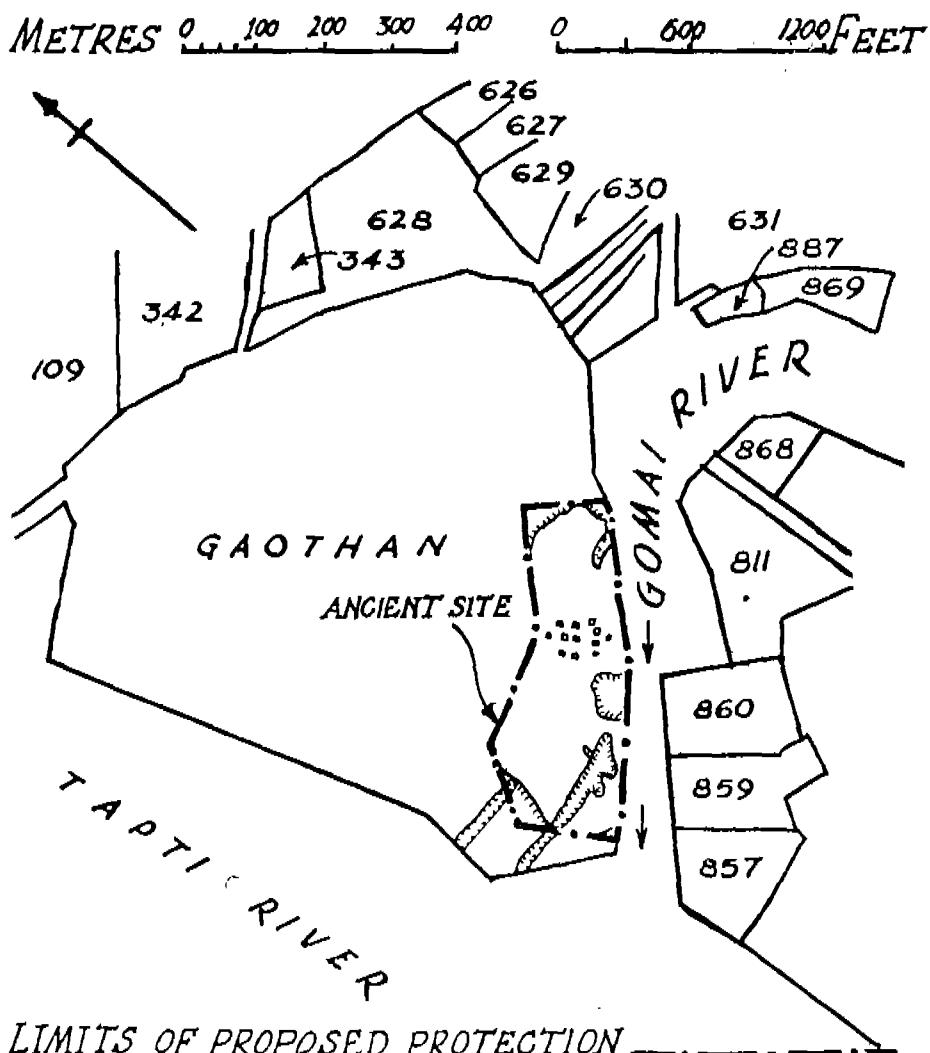
Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives notice of its intention to declare the said archaeological site and remains to be of national importance.

Any objection made within two months after the issue of this notification by any person interested in the said archaeological site and remains will be considered by the Central Government.

'THE SCHEDULE'

| Sl. No. | State | District | Tehsil | Locality | Name of site | Revenue plot number to be included under protection | Area | Boundaries | Ownership | Remarks |
|------------|------------------|----------|---------|----------|---|--|--|--|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 1 | Mahara- shtra | Dhulia | Shahada | Prakasha | Ancient site and remains comp- rised in part of 'Gaothan area' | Part of 'Gaothan area' as shown in the plan repro- duced below. | 12 Acre North : Remaining portion of the 'Gao- than area' than area' | Remaining portion of the 'Gao- than area' and 3 Gunthas | Goathan area owned by Go- vernment. | 1. Darga 2. Kabarstan 3. House of Bhils 4. Temples of Gutamata, Sangamaesh- war and Ma- ruti. 5. Burial gro- und of Bhils are included within the area pro- posed to be pro- tected. |

SITE PLAN OF ANCIENT SITE AT PRAKASHA



[No. F. 4-3/66.C.I.]
 SHARDA RAO (Mrs.),
Assistant Educational Adviser.

MINISTRY OF INDUSTRY

ORDER

New Delhi, the 17th March 1966

S.O. 938/IDRA/6/16.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) read with rule 8(1) of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints, till 7th November 1967, Shri J. P. Mehrotra, to be a member of the Development Council established by the Order of the Government of India in the Ministry of Industry and Supply, No. S.O. 3584, dated the 8th November, 1965 for the scheduled industries engaged in the manufacture or production of Machine Tools and directs that the following amendment shall be made in the said Order, namely:—

In the said Order, after entry No. 27 relating to Shri G. Sanjiva Reddy, the following entry shall be inserted, namely:—

28. Shri J. P. Mehrotra, Technical Adviser (Engineering) Indian Investment Centre, Parliament Street, New Delhi.

[No. 2-7/65-MT.]

R. MALLIKARJUNAN, Under Secy.

उद्योग मंत्रालय

आवेदा

मई दिल्ली, 17 मार्च, 1966

एस० ओ० ९३९.—प्राई० डी० आर० ए० १/६/१६.उद्योग (विकास तथा विनियमन) प्रधिनियम, १९५१' (१९५१ का ६५) की धारा ६ के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए विकास परिषद् (कार्यविधिक) नियम, १९५२ के नियम ५(१) के साथ पढ़ा जाये, केन्द्रीय सरकार श्री जे० पी० मेहरोद्वा को भारत सरकार के उद्योग और पूर्ति मंत्रालय के आदेश संब्याएस० ओ० ३५८४, तारीख ८ नवम्बर, १९६५ के द्वारा मशीनी श्रोजार के उत्पादनरत अनुसूचित उद्योगों की विकास परिषद् का ७ नवम्बर, १९६७ तक सदस्य नियुक्त करती है और निदेश देती है कि उक्त आदेश में निम्नलिखित संशोधन किया जायेगा, अर्थात् :—

उक्त आवेदा में श्री जी० संजीव रेड़ी से संबंधित प्रविष्टि संख्या २७ के पश्चात निम्नलिखित प्रविष्टि निविष्ट की जायेगी, अर्थात् :—

28. श्री जे० पी० मेहरोद्वा, तकनीकी सलाहकार (इंजीनियरिंग) इण्डियन इन्वेस्टमेंट सेन्टर, पार्लियामेंट स्ट्रीट, नई दिल्ली।

[सं० २-७/६५-एम० टी०]

आर० मल्लिकार्जुनन,
प्रवर सचिव।

ORDER

New Delhi, the 21st March 1966

S.O. 940/IDRA/6/16.—In exercise of the powers conferred by Section 6 of the Industries (Development & Regulation) Act, 1951, read with rules 2, 4 and 5 of the Development Councils (Procedural) Rules 1952, the Central Government hereby appoints, for a period of two years with effect from the date of this Order, the following persons to be members of the Development Council for the scheduled industries engaged in the manufacture or production of Automobiles, Automobile Ancillary Industries, Transport Vehicle Industries, Tractors, Earth-Moving equip-

Government of India in the late Ministry of Commerce and Industry Order No. S.O. 2625 dated the 9th September, 1963, as amended from time to time, whose tenure of office has expired by efflux of time or otherwise:

- Development Council for Automobiles, Automobiles Ancillary Industries, Transport Vehicle Industries, Tractors and Earth Moving Equipment and Internal Combustion Engines.
1. Shri Keshub Mahindra, M/s. Mahindra & Mahindra Limited, Gateway Building, Apollo Bunder, Bombay-1—Chairman.
 2. Shri S. Moolgaokar, M/s. Tata Engineering and Locomotive Company Limited, Bombay House, 24, Bruce Street, Fort, Bombay-1.
 3. Shri Lalchand Hirachand, M/s. Premier Automobiles Limited, Agra Road, Kurla, Bombay-70 (AS).
 4. Shri S. L. Bhatter, M/s. Hindustan Motors Limited, P.O. Uttarpara, Distt. Hooghly (West Bengal).
 5. Shri K. Gopalakrishna, M/s. Standard Motor Products of India Limited, 29, Mount Road, Madras-2.
 6. Shri J. C. Watson, M/s. Ashok Leyland Limited, Third Floor, "TIAM" House, 11/12, North Beach Road, Madras-1.
 7. Shri M. K. Raju, President, All India Automobile and Ancillary Industries Association, Brabourne Stadium, 87, Veer Nartiman Road, Bombay-1.
 8. Shri N. K. Firodia, M/s. Bajaj Auto Limited, 134, Dr. Annie Besant Road, Worli, Bombay-18.
 9. Shri H. N. Khira, M/s. Jayanand Khira & Private Limited, Khira Bhavan, Sandhurst Bridge, Bombay-7.
 10. Shri T. S. Krishna, M/s. Lucas—TVS Private Limited, 37, Mount Road, Madras.
 11. Shri K. N. Talwar, M/s. Payen Talbros Private Limited, 71/3, Najafgarh Industrial Area, New Delhi-15.
 12. Shri R. O. Zatakia, M/s. Globe Auto Electricals Limited, Agra Road, Mulund West, Bombay-80.
 13. Shri A. Sivasallam, M/s. Tractors and Farm Equipment Limited, 202-203, Mount Road, Madras.
 14. Shri S. Krishnaswami, Director, Planning & Coordination, Defence Production Organisation, South 'G' Block, New Delhi-11.
 15. Shri H. P. Nanda, Escorts Limited, Connaught Circus, New Delhi.
 16. Shri S. C. Kela, M/s. Britannia Engineering Company Limited, 3, Netaji Subhash Road, Calcutta.
 17. Shri N. Balakrishnan, Secretary, Association of Indian Automobile Manufacturers, Army & Navy Building, 3rd Floor, Mahatma Gandhi Road, Fort, Bombay-1.
 18. Shri Lal C. Verman, Director, Indian Standards Institution, Manak Bhavan, 9, Mathura Road, New Delhi.
 19. Shri K. S. Ramaswami, Senior Industrial Adviser (Auto), Directorate General of Technical Development, Udyog Bhavan, New Delhi.
 20. Shri M. M. Suri, Director, Central Mechanical Engineering Research Institute, Durgapur (West Bengal).
 21. Shri K. C. Madappa, Joint Secretary, Ministry of Transport (Transport Wing), New Delhi.
 22. Dr. S. T. Merani, Development Commissioner, Small Scale Industries, Udyog Bhavan, New Delhi.
 23. Shri Kundan Lal, Secretary General, All India Motor Union Congress, 16-A, Asafali Road, New Delhi.
 24. Shri N. Mahalingam, Anamalai Bus Transport Limited, Shakti Nilayam, Pollachi (Coimbatore Distt.).
 25. Shri Lodd, The Bombay Electric Supply & Transport Undertaking, BEST House, Post Box No. 192, Bombay-1.
 26. Shri Surender Nath, C/o Prem Nath Motors (P) Ltd., Scindia House, New Delhi-1.

28. Shrimati Sharda Mukherjee, M.P. 27, Canning Lane, New Delhi.

29. Dr. G. S. Melkote, M.P. 213, Vithalbhai Patel Society, Rafi Marg, New Delhi.

Shri C. V. K. Murthy Rao, Development Officer (Auto), Directorate General of Technical Development, Udyog Bhavan, New Delhi—Secretary.

No. [1/(93)/65-A. E. Ind. (I).]

R. V. RAMAN, Jt. Secy.

(Indian Standard Institution)

New Delhi, the 16th March 1966

S.O. 941.—In pursuance of sub-rule (2) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, the Indian Standards Institution hereby notifies that the Standard Marks, details of which are given in the Schedule hereto annexed have been rescinded with effect from 9 March 1966.

THE SCHEDULE

| Sl. No. | Design of the Standard Mark | Product/Class of Product | No. and Title of the Relevant Indian Standard | No. and Date of Gazette Notifi- cation in which specifying of the Standard Marks was notified. |
|------------|--------------------------------|-----------------------------|---|---|
|------------|--------------------------------|-----------------------------|---|---|

IS:192



GRADE Ag 43

IS:192



GRADE Ag 6

IS:192



GRADE Ag 50 C4

Silver solder IS: 192-1956 Speci- S.O. 245 dated
fication for silver solder (revised). 18 Jan. 1964.

[No. MD/17:2]

S.O. 942.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, the Indian Standards Institution hereby notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark, for the purpose of the Indian Standards Institution (Certification Marks Act, 1952, and the rules and regulations framed thereunder, shall come into force with effect from 9 March 1966.

THE SCHEDULE

| Sl. No. | Design of the Standard Mark | Product/Class of Pro- ducts to which appli- cation of relevant Indian Standard is applicable. | No. & Title of Rele- vant Indian Standard | Verbal descrip- tion of the design of the Standard Mark |
|------------|--|--|--|---|
| (1) | (2) | (3) | (4) | (5) |
| 1 | IS:2927  | Brazing alloys | IS:2927-1964 Speci- fication for brazing alloys. | The monogram of the Indian Standards Insti- tution consist- ing of letters ISI drawn in the exact style and relative propor- tions as indi- cated in col. (2), the number de- signation of the Indian Standard being super- scribed on the top side of the monogram as indicated in the design. |

[No. MD/17:2.]

S.O. 943.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee per unit for brazing alloys, details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 9 March 1966.

THE SCHEDULE

| Sl. No. | Product/Class of Products | No. and title of relevant Standard | Indian Unit | Marking Fee per Unit |
|------------|---------------------------|--|----------------|-------------------------|
| (1) | (2) | (3) | (4) | (5) |
| 1 | Brazing alloys | IS: 2927-1964 Specification for brazing alloys. | One kg. | 50 Paise. |

[No. MD/18:2.]

D. V. KARMARKAR,
Deputy Director General (Marks).

CENTRAL EXCISE COLLECTORATE, BARODA

CENTRAL EXCISE

MANUFACTURED PRODUCTS

Baroda, the 10th March 1966

S.O. 944.—In exercise of the powers conferred on me under Rule 5 of the Central Excise Rules, 1944, I make the following amendment in this Collectorate Notification No. 1/1961 dated the 2nd March, 1961, namely :—

For the existing Serial Number 5 and entries relating thereto of the Table subjoined to the said Notification, the following shall be substituted :—

| S. No. | Nature of powers conferred on Collectors | Rule number | | | Collector's powers delegated to |
|-----------|---|-------------------------------|----------------|---------------|---|
| | | Power- looms | V.N.E. Oils | Khand Sari | |
| I | 2 | 3 | 4 | 5 | 6 |
| 5 | To condone delay in submission of application for removal in forms A.R. 6, A.R. 7 and A.R. 8, and to condone delays in making weekly/monthly/quarterly/annual deposits. | 96-K(2) 96-Q(2) 92-C(2) | 96-Q(2) | 92-C(2) | (a) Supdt. of condoning delay not exceeding— (i) 2 days in the case of weekly applications and weekly deposits. (ii) 5 days in the case of monthly/quarterly applications and monthly/quarterly deposits; and (iii) 10 days in the case of annual applications and annual deposits. (b) Assistant Collector if the delay exceeds the limits under (a) above.” |

3. The Collectorate Notification No. 1/1961 in question is modified to the above extent.

(No. IV/16-19/MP/66.)

[No. 1/1966.]

A. R. SHANMUGAM, Collector.

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE, MADHYA PRADESH AND VIDARBHA

CENTRAL EXCISE

Nagpur, the 11th March, 1966

S.O. 945.—In this Collectorate Notification No. 3/61 dated the 11th April, 1961 against Serial No. 2 and entries relating thereto the following shall be substituted namely :—

| Rank of officer | Rules | Extent of authority | |
|--------------------|-------------------------------|---|---|
| | | 1 | 2 |
| S. No. 2 | 96-K(2) 96-Q(2) 92-C(2) | To condone delay in submission of application for removal in form AR 6, AR 7, and AR 8, and to condone delays in making weekly/monthly/quarterly/Annual deposits. | 3 |

1

2

3

- (a) Superintendent for condoning delay not exceeding ;
 (i) 2 days in the case of weekly applications and weekly deposits ;
 (ii) 5 days in the case of monthly/quarterly/applications and monthly/ quarterly deposits ; and
 (iii) 10 days in the case of annual application and annual deposits.
- (b) Assistant Collectors if the delay exceeds the limits under (a) above.

[No. F.V(a) 7-1/66/CXI.]

[No. 1/1966.]

TILAK RAJ, Collector

COLLECTORATE OF CENTRAL EXCISE, CALCUTTA & ORISSA, CALCUTTA**CENTRAL EXCISES***Calcutta, the 16th March 1966.*

S.O. 946.—In exercise of the powers conferred on me by rule 5 of the Central Excises Rules, 1944, I here by make the following amendments to this Collectorate Notification No. 1/1961 dated 4-4-61, namely—

Substitute the following entries in relation to rules 92-C(2), 96-K(2) and 96-Q(2) in Columns 3 and 4 against Serial No. 2 of the Table appended to the above notification—

Relevant rule in respect of which power is delegated (*vide* Col. 3 of Notification No. 1/61 dated 4-4-61).

Restrictions, if any (Col. 4 of Notification No. 1/61 dated 4-4-61).

“92-C(2) The power for condonation of delay exceeding (i) 2 days in the case of weekly applications and weekly deposits, (ii) 5 days in the case of monthly/quarterly applications and monthly/quarterly deposits and (iii) 10 days in the case of annual applications and annual deposits, shall be exercised by the Assistant Collector.

96-K(2) The power for condonation of delay exceeding (i) 2 days in the case of weekly applications and weekly deposits, (ii) 5 days in the case of monthly/quarterly applications and monthly/quarterly deposits and (iii) 10 days in the case of annual applications and annual deposits, shall be exercised by the Assistant Collector.

96-Q(2) The power for condonation of delay exceeding (i) 2 days in the case of weekly applications and weekly deposits, (ii) 5 days in the case of monthly/quarterly applications and monthly/quarterly deposits and (iii) 10 days in the case of annual applications and annual deposits, shall be exercised by the Assistant Collector.”

[C.No. IV(8)1-CE/66/6569B.]

[No. 1/1966.]

N. MOOKHERjee.

DEPARTMENT OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 11th March 1966

S.O. 947.—In pursuance of sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24, read with rule 34, of the Central Civil Services (Classification Control and Appeal) Rules, 1965, the President hereby makes the following further amendments in the notification of the Government of India in the late Ministry of Communications (Posts and Telegraphs) No. S.R.O. 620, dated the 28th February, 1957, namely:—

In the Schedule to the said notification,

(a) in part II, General Central Service, Class III, after the heading "Posts and Telegraphs Training Centre" and the entries thereunder, the following heading and entries shall be inserted, namely:—

"Office of the Superintending Engineer, Civil Engineering Wing and other offices under his jurisdiction."

| 1 | 2 | 3 | 4 | 5 |
|-----------------|--------------------------|--------------------------|-----------------------|---|
| All Posts . . . | Superintending Engineer. | Superintending Engineer. | All (i) to (iv) | Member (Administration), Posts & Tele- grapha Board. Superlntending Engineer. |

Office of the Senior Architect, Civil Engineering Wing and other offices under his jurisdiction.

| 1 | 2 | 3 | 4 | 5 |
|--|--|--|-----|---|
| Ferro Printer; Lower Division Clerk | Junior Architect; Assistant Architect | Junior Architect; Assistant Architect | All | Senior Architect. |
| All other posts . . . | Senior Architect | Senior Architect | All | Member (Ad- ministration), Posts and Telegraphs Board." |

(b) in part III, General Central Service, Class IV, after the heading "Posts and Telegraphs Training Centre and Postal Training Centre" and the entries thereunder, the following heading and entries shall be inserted, namely:—

"Office of the Superintending Engineer, Civil Engineering Wing and other offices under his jurisdiction."

| 1 | 2 | 3 | 4 | 5 |
|-----------------|--|---|-----|---|
| All posts . . . | Executive Engin- eer; PA to Sup- erintending En- gineer; Assistant Engineer. | Executive Engin- eer; PA to Superintending Engineer; Assis- tant Engin- eer. | All | Superintending Engineer; Executive Engineer. |

Office of the Senior Architect, Civil Engineering Wing and other offices under his jurisdiction.

| 1 | 2 | 3 | 4 | 5 |
|-----------|---|---|-----|-------------------|
| All posts | Junior Architect; Assistant Architect. | Junior Architect; Assistant Architect. | All | Senior Architect. |

[No. 44/10/63-Disc.]

D. K. AGARWAL, Asstt. Director Genl.

(P. and T. Board)

New Delhi, the 15th March 1966

S.O. 948.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General Posts and Telegraphs, hereby specifies the 27th March, 1966 as the date on which the Measured Rate System will be introduced in Udhana Telephone Exchange.

[No. 5-12/66-PHB.]

New Delhi, the 16th March 1966

S.O. 949.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627, dated 8th March, 1960, the Director General Posts and Telegraphs, hereby specifies the 31st March, 1966 as the date on which the Measured Rate System will be introduced in Roorkee Telephone Exchange.

[No. 5-14/66-PHB.]

S.O. 950.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627, dated 8th March, 1960, the Director General Posts and Telegraphs, hereby specifies the 1st April, 1966 as the date on which the Measured Rate System will be introduced in Mayuram Telephone Exchange.

[No. 5/16/66-PHB.]

New Delhi, the 17th March 1966

S.O. 951.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General Posts and Telegraphs, hereby specifies the 1st April, 1966 as the date on which the Measured Rate System will be introduced in Hoshiarpur Telephone Exchange.

[No. 5/17/66-PHB.]

D. R. BAHL, Asstt. Director General (PHB).

संचार विभाग

(डाक-तार बोर्ड)

नई दिल्ली, 15 मार्च 1966

स्थायी आदेश 952.—स्थायी आदेश क्रमसंख्या 627, विनांक 8 मार्च, 1960 द्वारा लागू किये गये 1951 के भारतीय तार नियमों के नियम के खंड III के प्रा (क) के प्रनुसार डाक-तार महानिदेशक ने उधना टेलीफोन केन्द्र में 27 मार्च, 1966 से प्रमापित दर प्रणाली लागू करने का निश्चय किया है।

नई दिल्ली, 16 मार्च 1966

एस० ओ० ९५३।—स्थायी आदेश क्रमसंख्या ६२७, दिनांक ८ मार्च, १९६० द्वारा लागू किए गए १९५१ के भारतीय तार नियमों के नियम ४३४ के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने रुड़ही टेलीफोन केन्द्र में ३१ मार्च, १९६६ से प्रमापित दर प्रणाली लागू करने का निश्चय किया है।

[सं० ५-१४/६६-पी० एच० बी०]

एस० ओ० ९५४।—स्थायी आदेश क्रमसंख्या ६२७, दिनांक ८ मार्च, १९६० द्वारा लागू किये गए १९५१ के भारतीय तार नियमों के नियम ४३४ के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने १ अप्रैल, १९६६ से समूरम टेलीफोन केन्द्र में प्रमापित दर प्रणाली लागू करने का निश्चय किया है।

[सं० ५-१६/६६-पी० एच० बी०]

नई दिल्ली, 17 मार्च 1966

एस० ओ० ९५५।—स्थायी आदेश क्रमसंख्या ६२७, दिनांक ८ मार्च, १९६० द्वारा लागू किये गए १९५१ के भारतीय तार नियमों के नियम ४३४ के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने होसियारपुर टेलीफोन केन्द्र में १ अप्रैल, १९६६ से प्रमापित दर प्रणाली लागू करने का निश्चय किया है।

[सं० ५-१७/६६-पी० एच० बी०]

नई दिल्ली, 21 मार्च 1966

स्थायी आदेश ९५६।—स्थायी आदेश क्रमसंख्या ६२७, दिनांक ८ मार्च, १९६० द्वारा लागू किये गए १९५१ के भारतीय तार नियमों के नियम ४३४ के खण्ड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने उद्मलपेट टेलीफोन केन्द्र में १ अप्रैल, १९६६ से प्रमापित दर प्रणाली लागू करने का निश्चय किया है।

[सं० ५-१३/६६ पी० ए० बी०]

जी० आर० ब० ल,

सहायक महानिदेशक (पी०एच०बी०)

